

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER D-9-D9-01-CO-P00 000		PAGE 1 OF 107	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER TIRNO-09-R-00001	
6. SOLICITATION ISSUE DATE 7/24/2009		7. FOR SOLICITATION INFORMATION CALL: a. NAME HILTON, TERRI L		b. TELEPHONE NUMBER (No collect calls) 202-283-1116		8. OFFER DUE DATE/ LOCAL TIME 09/01/2009 12:00 PM	
9. ISSUED BY Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR NAICS:532420 SIZE STANDARD: <input type="checkbox"/> SET ASIDE: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS % FOR <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> 8(A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO 6009 Oxon Hill Road Room 700 Constellation Center Oxon Hill MD , MD 20745				16. ADMINISTERED BY Internal Revenue Service 6009 Oxon Hill Road, Suite 500 Oxon Hill, MD 20745			
17a. CONTRACTOR/ OFFEROR TO ALL OFFERORS		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY IRS Beckley Finance Center P.O. Box 9002 Tel: (304) 254-3300 Beckley, WV 25802			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM				19. ITEM NO.			
20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT	
23. UNIT PRICE				24. AMOUNT			
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REF. OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
000102	(CONTINUE) Band 1 High 5,001- 10,000 copies	95.00	MO	_____	_____
0002	Band 2 (30ppm)	0.00	EA	_____	_____
000201	Band 2 Low 10,001- 15,000 copies	NTE 242.00	MO	_____	NTE _____
000202	Band 2 High 15,001- 25,000 copies	NTE 61.00	MO	_____	NTE _____
0003	Band 3 (40ppm)	0.00	MO	_____	_____
000301	Band 3 Low 25,001- 30,000 copies	NTE 114.00	MO	_____	NTE _____
000302	Band 3 High 30,001- 40,000 copies	NTE 29.00	MO	_____	NTE _____
0004	Band 4 (50ppm)	0.00	MO	_____	_____
000401	Band 4 Low 40,001- 45,000 copies	NTE 34.00	MO	_____	NTE _____
000402	Band 4 High	NTE 10.00	MO	_____	NTE _____

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
						32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
33. SHIP NUMBER		34. VOUCHER NUMBER		35.AMOUNT VERIFIED CORRECT FOR		36. PAYMENT			37. CHECK NUMBER	
<input type="checkbox"/>	PARTIAL	<input type="checkbox"/>	FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER		39.S/R VOUCHER NUMBER		40. PAID BY						
<input type="checkbox"/>										
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42.a. RECEIVED BY (<i>Print</i>)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT (<i>Location</i>)				
						42.c DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE) 45,001- 55,000 copies				
0005	Band 5 (60ppm)	0.00	MO	_____	_____
		NTE			NTE
000501	Band 5 Low 55,001- 65,000 copies	30.00	MO	_____	_____
		NTE			NTE
000502	Band 5 High 65,001- 75,000 copies	14.00	MO	_____	_____
0006	Band 6 (70ppm)	0.00	EA	_____	_____
		NTE			NTE
000601	Band 6 Low 75,001- 80,000 copies	8.00	MO	_____	_____
		NTE			NTE
000602	Band 6 High 80,001- 90,000 copies	6.00	MO	_____	_____
0007	Band 7 (90ppm)	0.00	MO	_____	_____
000701	Band 7 Low 90,001- 95,000 copies	0.00	MO	_____	_____
000702	Band 7 High 95,001- 105,000 copies	0.00	MO	_____	_____
0008	Band 8 (100 ppm)	0.00	MO	_____	_____
000801	Band 8 105,001- 120,000 copies	0.00	MO	_____	_____
	Option Base Year Pricing				
0009	Bates Stamping	0.00	MO	_____	_____
0010	3 Hole Punch Capability	0.00	MO	_____	_____
0011	Booklet Maker	0.00	MO	_____	_____
0012	Paper Expansion Tray (250 pages)	0.00	MO	_____	_____
0013	Paper Expansion Tray (500 pages)	0.00	MO	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
0014	Fax Expansion Kit	0.00	MO	_____	_____
	508 Equivalent Facilitation				
0015	Vision	0.00	MO	_____	_____
0016	Mobility	0.00	MO	_____	_____
	RELOCATION				
0017	Relocation (within 25 miles of city)	0.00	LT	_____	_____
0018	Relocation (state to state)	0.00	MO	_____	_____
	Multi-Function Devices (MFD) Including Maintenance and Supplies (excluding Paper)				
	OPTION YEAR 1				
1001	Band 1 (20ppm)	0.00	MO	_____	_____
		NTE			NTE
100101	Band 1 Low 1- 5,000 copies	796.00	MO	_____	_____
		NTE			NTE
100102	Band 1 High 5,001- 10,000 copies	199.00	MO	_____	_____
1002	Band 2 (30ppm)	0.00	EA	_____	_____
		NTE			NTE
100201	Band 2 Low 10,001- 15,000 copies	547.00	MO	_____	_____
		NTE			NTE
100202	Band 2 High 15,001- 25,000 copies	137.00	MO	_____	_____
1003	Band 3 (40ppm)	0.00	MO	_____	_____
		NTE			NTE
100301	Band 3 Low 25,001- 30,000 copies	225.00	MO	_____	_____
		NTE			NTE
100302	Band 3 High 30,001- 40,000 copies	56.00	MO	_____	_____
1004	Band 4 (50ppm)	0.00	MO	_____	_____
		NTE			NTE

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
100401	Band 4 Low 40,001- 45,000 copies	147.00	MO	_____	_____
		NTE			NTE
100402	Band 4 High 45,001- 55,000 copies	41.00	MO	_____	_____
1005	Band 5 (60ppm)	0.00	MO	_____	_____
		NTE			NTE
100501	Band 5 Low 55,001- 65,000 copies	32.00	MO	_____	_____
100502	Band 5 High 65,001- 75,000 copies	15.00	MO	_____	_____
1006	Band 6 (70ppm)	0.00	EA	_____	_____
		NTE			NTE
100601	Band 6 Low 75,001- 80,000 copies	7.00	MO	_____	_____
100602	Band 6 High 80,001- 90,000 copies	5.00	MO	_____	_____
1007	Band 7 (90ppm)	0.00	EA	_____	_____
		NTE			NTE
100701	Band 7 Low 90,001- 95,000 copies	3.00	MO	_____	_____
100702	Band 7 High 95,001- 105,000 copies	3.00	MO	_____	_____
1008	Band 8 (100 ppm)	0.00	EA	_____	_____
		NTE			NTE
100801	Band 8 105,001- 120,000 copies	6.00	MO	_____	_____
	Option Base Year Pricing				
1009	Bates Stamping	0.00	MO	_____	_____
1010	3 Hole Punch Capability	0.00	MO	_____	_____
1011	Booklet Maker	0.00	MO	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
1012	Paper Expansion Tray (250 pages)	0.00	MO	_____	_____
1013	Paper Expansion Tray (500 pages)	0.00	MO	_____	_____
1014	Fax Expansion Kit	0.00	MO	_____	_____
	508 Equivalent Facilitation				
1015	Vision	0.00	MO	_____	_____
1016	Mobility	0.00	MO	_____	_____
	RELOCATION				
1017	Relocation (within 25 miles of city)	0.00	LT	_____	_____
1018	Relocation (state to state)	0.00	MO	_____	_____
	Multi-Function Devices (MFD) Including Maintenance and Supplies (excluding Paper)				
	OPTION YEAR 2				
2001	Band 1 (20ppm)	0.00	MO	_____	_____
		NTE			NTE
200101	Band 1 Low 1- 5,000 copies	108.00	MO	_____	_____
		NTE			NTE
200102	Band 1 High 5,001- 10,000 copies	27.00	MO	_____	_____
2002	Band 2 (30ppm)	0.00	EA	_____	_____
		NTE			NTE
200201	Band 2 Low 10,001- 15,000 copies	63.00	MO	_____	_____
		NTE			NTE
200202	Band 2 High 15,001- 25,000 copies	27.00	MO	_____	_____
2003	Band 3 (40ppm)	0.00	EA	_____	_____
		NTE			NTE
200301	Band 3 Low 25,001- 30,000 copies	119.00	MO	_____	_____
		NTE			NTE
200302	Band 3 High 30,001- 40,000 copies	30.00	MO	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
2004	Band 4 (50ppm)	0.00	EA	_____	_____
		NTE			NTE
200401	Band 4 Low 40,001- 45,000 copies	22.00	MO	_____	_____
		NTE			NTE
200402	Band 4 High 45,001- 55,000 copies	6.00	MO	_____	_____
2005	Band 5 (60ppm)	0.00	EA	_____	_____
		NTE			NTE
200501	Band 5 Low 55,001- 65,000 copies	5.00	MO	_____	_____
		NTE			NTE
200502	Band 5 High 65,001- 75,000 copies	2.00	MO	_____	_____
2006	Band 6 (70ppm)	0.00	EA	_____	_____
200601	Band 6 Low 75,001- 80,000 copies	0.00	MO	_____	_____
200602	Band 6 High 80,001- 90,000 copies	0.00	MO	_____	_____
2007	Band 7 (90ppm)	0.00	MO	_____	_____
200701	Band 7 Low 90,001- 95,000 copies	0.00	MO	_____	_____
200702	Band 7 High 95,001- 105,000 copies	0.00	MO	_____	_____
2008	Band 8 (100 ppm)	0.00	MO	_____	_____
200801	Band 8 105,001- 120,000 copies	0.00	MO	_____	_____
	Option Base Year Pricing				
2009	Bates Stamping	0.00	MO	_____	_____
2010	3 Hole Punch Capability	0.00	MO	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
2011	Booklet Maker	0.00	MO	_____	_____
2012	Paper Expansion Tray (250 pages)	0.00	MO	_____	_____
2013	Paper Expansion Tray (500 pages)	0.00	MO	_____	_____
2014	Fax Expansion Kit	0.00	MO	_____	_____
	508 Equivalent Facilitation				
2015	Vision	0.00	MO	_____	_____
2016	Mobility	0.00	MO	_____	_____
	RELOCATION				
2017	Relocation (within 25 miles of city)	0.00	EA	_____	_____
2018	Relocation (state to state)	0.00	MO	_____	_____
	Multi-Function Devices (MFD) Including Maintenance and Supplies (excluding Paper)				
	OPTION YEAR 3				
3001	Band 1 (20ppm)	0.00	MO	_____	_____
		NTE			NTE
300101	Band 1 Low 1- 5,000 copies	215.00	MO	_____	_____
		NTE			NTE
300102	Band 1 High 5,001- 10,000 copies	54.00	MO	_____	_____
3002	Band 2 (30ppm)	0.00	EA	_____	_____
		NTE			NTE
300201	Band 2 Low 10,001- 15,000 copies	272.00	MO	_____	_____
		NTE			NTE
300202	Band 2 High 15,001- 25,000 copies	68.00	MO	_____	_____
3003	Band 3 (40ppm)	0.00	MO	_____	_____
		NTE			NTE
300301	Band 3 Low	76.00	MO	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
	25,001- 30,000 copies				
300302	Band 3 High 30,001- 40,000 copies	NTE 19.00	MO	_____	NTE _____
3004	Band 4 (50ppm)	0.00	MO	_____	_____
300401	Band 4 Low 40,001- 45,000 copies	NTE 142.00	MO	_____	NTE _____
300402	Band 4 High 45,001- 55,000 copies	NTE 40.00	MO	_____	NTE _____
3005	Band 5 (60ppm)	0.00	MO	_____	_____
300501	Band 5 Low 55,001- 65,000 copies	NTE 43.00	MO	_____	NTE _____
300502	Band 5 High 65,001- 75,000 copies	NTE 20.00	MO	_____	NTE _____
3006	Band 6 (70ppm)	0.00	EA	_____	_____
300601	Band 6 Low 75,001- 80,000 copies	NTE 22.00	MO	_____	NTE _____
300602	Band 6 High 80,001- 90,000 copies	NTE 16.00	MO	_____	NTE _____
3007	Band 7 (90ppm)	NTE 0.00	MO	_____	NTE _____
300701	Band 7 Low 90,001- 95,000 copies	NTE 3.00	MO	_____	NTE _____
300702	Band 7 High 95,001- 105,000 copies	NTE 3.00	MO	_____	NTE _____
3008	Band 8 (100 ppm)	0.00	MO	_____	_____
300801	Band 8 105,001- 120,000 copies	0.00	MO	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
3009	Bates Stamping	0.00	MO	_____	_____
3010	3 Hole Punch Capability	0.00	MO	_____	_____
3011	Booklet Maker	0.00	MO	_____	_____
3012	Paper Expansion Tray (250 pages)	0.00	MO	_____	_____
3013	Paper Expansion Tray (500 pages)	0.00	MO	_____	_____
3014	Fax Expansion Kit	0.00	MO	_____	_____
	508 Equivalent Facilitation				
3015	Vision	0.00	MO	_____	_____
3016	Mobility	0.00	MO	_____	_____
	RELOCATION				
3017	Relocation (within 25 miles of city)	0.00	EA	_____	_____
3018	Relocation (state to state)	0.00	MO	_____	_____
	Multi-Function Devices (MFD) Including Maintenance and Supplies (excluding Paper)				
	OPTION YEAR 4				
4001	Band 1 (20ppm)	NTE 0.00	MO	_____	NTE _____
400101	Band 1 Low 1- 5,000 copies	NTE 108.00	MO	_____	NTE _____
400102	Band 1 High 5,001- 10,000 copies	NTE 27.00	MO	_____	NTE _____
4002	Band 2 (30ppm)	NTE 0.00	EA	_____	NTE _____
400201	Band 2 Low 10,001- 15,000 copies	NTE 63.00	MO	_____	NTE _____
400202	Band 2 High 15,001- 25,000 copies	NTE 16.00	MO	_____	NTE _____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
4003	Band 3 (40ppm)	0.00	EA	_____	_____
400301	Band 3 Low 25,001- 30,000 copies	NTE 119.00	MO	_____	NTE _____
400302	Band 3 High 30,001- 40,000 copies	NTE 30.00	MO	_____	NTE _____
4004	Band 4 (50ppm)	0.00	MO	_____	_____
400401	Band 4 Low 40,001- 45,000 copies	NTE 22.00	MO	_____	NTE _____
400402	Band 4 High 45,001- 55,000 copies	NTE 6.00	MO	_____	NTE _____
4005	Band 5 (60ppm)	0.00	EA	_____	_____
400501	Band 5 Low 55,001- 65,000 copies	NTE 5.00	MO	_____	NTE _____
400502	Band 5 High 65,001- 75,000 copies	NTE 2.00	MO	_____	NTE _____
4006	Band 6 (70ppm)	0.00	EA	_____	_____
400601	Band 6 Low 75,001- 80,000 copies	0.00	MO	_____	_____
400602	Band 6 High 80,001- 90,000 copies	0.00	MO	_____	_____
4007	Band 7 (90ppm)	0.00	EA	_____	_____
400701	Band 7 Low 90,001- 95,000 copies	0.00	MO	_____	_____
400702	Band 7 High 95,001- 105,000 copies	0.00	MO	_____	_____
4008	Band 8 (100 ppm)	0.00	MO	_____	_____

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE (US\$)	24. AMOUNT (US\$)
	(CONTINUE)				
400801	Band 8 105,001- 120,000 copies	0.00	MO	_____	_____
4009	Bates Stamping	0.00	MO	_____	_____
4010	3 Hole Punch Capability	0.00	MO	_____	_____
4011	Booklet Maker	0.00	MO	_____	_____
4012	Paper Expansion Tray (250 pages)	0.00	MO	_____	_____
4013	Paper Expansion Tray (500 pages)	0.00	MO	_____	_____
4014	Fax Expansion Kit	0.00	MO	_____	_____
	508 Equivalent Facilitation				
4015	Vision	0.00	MO	_____	_____
4016	Mobility	0.00	MO	_____	_____
	RELOCATION				
4017	Relocation (within 25 miles of city)	0.00	LT	_____	_____
4018	Relocation (state to state)	0.00	MO	_____	_____

PART I**B. CONTINUATION OF SF 1449****B.1 Continuation of Block 16-ADMINISTERED BY****B.1.1 CONTRACTING OFFICER**

The Contracting Officer (CO), Terri L. Hilton has the overall responsibility for the administration of this contract. The CO alone, without delegation is authorized to take actions on behalf of the Government to amend, modify from the contract terms, conditions, requirements, specifications, details and/or delivery schedules; issue task orders against the contract; make final decisions on disputed deductions from contract payments for nonperformance, or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute. However, the CO may delegate certain other responsibilities to the Contracting Officer's Technical Representative (COTR). Any division of The Department of Treasury may order from this contract through the Human Capital Office.

(End of Text)

B.2 Continuation of Block 18b-INVOICES

- a) The original invoice shall be submitted to the Accounting Office designated below. To improve the timeliness of the inspection and acceptance of delivered goods and/or services and receipt of payment by the Contractor, copies of the invoice, clearly marked as information copies, shall be submitted to the COTR and the Contract Administrator concurrently.

Internal Revenue Service
P.O. Box 9002
Beckley, WV 25802
Tel: (304) 256-6000

- b) To constitute a proper invoice, the invoice must include those items cited in FAR 52.232- 25, Prompt Payment, Paragraphs (a)(3)(i) through (a)(3)(viii).
c) Invoices must reference both the contract number and the task order number.

[End of Text]

The total period of performance shall not exceed 60 months. The periods of performance are defined as follows:

Base period: [Date of Award] through 12/30/2010
1st Option Year: 01/01/2011 through 12/30/2011
2nd Option Year: 01/01/2012 through 12/30/2012
3rd Option Year: 01/01/2013 through 12/30/2013
4th Option Year: 01/01/2014 through 12/30/2014

[*ACTUAL DATES TO BE INSERTED UPON AWARD]

B.4 1052.201-70 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) APPOINTMENT AND AUTHORITY. (APR 2004)

(a) The Contracting Officer's Technical Representative (COTR) will be furnished upon award.

(b) Performance of work under this contract must be subject to the technical direction of the COTR identified above, or a representative designated in writing. The term "technical direction" includes, without limitation, direction to the contractor that directs or redirects the labor effort, shifts the work between work areas or locations, fills in details and otherwise serves to ensure that tasks outlined in the work statement are accomplished satisfactorily.

(c) technical direction must be within the scope of the specification(s)/work statement. The COTR does not have authority to issue technical direction that:

(1) constitutes a change of assignment or additional work outside the specification(s)/work statement;

(2) constitutes a change as defined in the clause entitled "Changes";

(3) in any manner causes an increase or decrease in the contract price, or the time required for contract performance;

(4) changes any of the terms, conditions, or specification(s)/work statement of the contract;

(5) interferes with the contractor's right to perform under the terms and conditions of the contract; or

(6) directs, supervises or otherwise controls the actions of the contractor's employees.

(d) Technical direction may be oral or in writing. The COTR shall confirm oral direction in writing within five work days, with a copy to the contracting officer.

(e) The contractor shall proceed promptly with performance resulting from the technical direction issued by the COTR. If, in the opinion of the contractor, any direction of the COTR, or his/her designee, falls within the limitations in (c), above, the contractor shall immediately notify the contracting officer no later than the beginning of the next Government work day.

(f) Failure of the contractor and the contracting officer to agree that technical direction is within the scope of the contract shall be subject to the terms of the clause entitled "Disputes."

(End of clause)

PART II

CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS. (MAR 2009)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. **Examples of default include consistent (more than once a quarter) late delivery, failure to provide required or repair maintenance services and supplies in accordance with contract term and conditions.** In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), *et seq.*, Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS- COMMERCIAL ITEMS. (APR 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).

(3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).

☐ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

☐ (3) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5).

☐ (4) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

☐ (5) [52.219-3](#), Notice of Total HUBZone Set-Aside (Jan 1999) ([15 U.S.C. 657a](#)).

☐ (6) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

☐ (7) [Reserved]

☐ (8)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

☐ (ii) Alternate I (Oct 1995) of [52.219-6](#).

☐ (iii) Alternate II (Mar 2004) of [52.219-6](#).

☐ (9)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

☐ (ii) Alternate I (Oct 1995) of [52.219-7](#).

☐ (iii) Alternate II (Mar 2004) of [52.219-7](#).

☒ (10) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

☒ (11)(i) [52.219-9](#), Small Business Subcontracting Plan (Apr 2008) ([15 U.S.C. 637\(d\)\(4\)](#)).

☐ (ii) Alternate I (Oct 2001) of [52.219-9](#).

☐ (iii) Alternate II (Oct 2001) of [52.219-9](#).

☐ (12) [52.219-14](#), Limitations on Subcontracting (Dec 1996) ([15 U.S.C. 637\(a\)\(14\)](#)).

☐ (13) [52.219-16](#), Liquidated Damages—Subcontracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

☐ (14)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (June 2003) of [52.219-23](#).

☐ (15) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

☐ (16) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

☐ (17) [52.219-27](#), Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) ([15 U.S.C. 657 f](#)).

- ___ (18) [52.219-28](#), Post Award Small Business Program Rerepresentation (Apr 2009) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___X (19) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- ___X (20) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- ___X (21) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).
- ___X (22) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).
- ___X (23) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- ___X (24) [52.222-36](#), Affirmative Action for Workers with Disabilities (Jun 1998) ([29 U.S.C. 793](#)).
- ___X (25) [52.222-37](#), Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).
- ___ (26) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (27) [52.222-54](#), Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- ___ (28)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (29) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (DEC 2007) ([42 U.S.C. 8259b](#)).
- ___ (30)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- ___ (31) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- ___ (32)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Feb 2009) ([41 U.S.C. 10a-10d](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of [52.225-3](#).
- ___ (iii) Alternate II (Jan 2004) of [52.225-3](#).
- ___ (33) [52.225-5](#), Trade Agreements (MAR 2009) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
- ___ (34) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (35) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- ___ (36) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (37) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (38) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (39) [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (40) [52.232-34](#), Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (41) [52.232-36](#), Payment by Third Party (May 1999) ([31 U.S.C. 3332](#)).

___ (42) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (43)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor

Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to

appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(vii) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (JAN 2009).

(xiii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xiv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#) of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered

to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite quantity/indefinite delivery contract resulting from this solicitation.

(End of provision)

FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the effective period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

FAR 52.216-19 ORDERING LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 1 MFD [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of 500 MFD [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of 500 MFD [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any

one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the period of performance specified in any task order issued during the effective ordering period.

(End of clause)

FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the end of the last option period.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days before the period of performance ends; provided that the Government gives the

Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

1052.204-9004 ACCESSING ON-LINE PAYMENT INFORMATION (FEB 2009)

The U.S. Department of the Treasury, Financial Management's Internet Payment Platform (IPP) is a government-wide electronic payment information service that replaces the Payment Advice Internet Delivery (PAID) system. IPP allows vendors to receive their remittance information from their financial institution. Effective October 31, 2008, IPP replaced the PAID system. Former PAID users have been automatically migrated to IPP and need to complete the initial provisioning process from the new user ID, temporary password, and web address sent by Treasury. This is necessary in order to log in to the IPP and view or download payment information. New vendors may register online at <https://ipp.gov>. For additional information, refer to the IPP Customer Support at (866) 973-3131.

The IPP will continue to support the following notification services previously offered by PAID: Web access only to remittance data, no payment notification emails sent, payment notification without remittance detail, and payment notification with remittance detail. Users may select event-driven notifications and schedule the frequency. Vendors can only access their own payment data. IPP remittance information includes the following data: ACH trace number, supplier name, agency name, payment status, issue date, invoice number, PO number, invoice amount, discount amount, payment amount, bank name, and bank address. The IPP will collect payment data for 18 months, which will be available for search, display and download. Payment information will be uploaded to the IPP daily from Treasury systems on the date of payment.

(End of clause)

1052.239-9008 SECTION 508 INFORMATION, DOCUMENTATION, AND SUPPORT (SEP 2006)

In accordance with [36 CFR 1194, Subpart D](#), Standard 1194.41) the electronic information technology (EIT) products and product support services furnished in performance of this contract shall be documented to indicate the current conformance level with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the [Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards](#). At no time during the performance of the award shall the level of conformance go below the level of conformance in place at the time of award. At no additional cost, the Offeror shall provide information, documentation, and support relative to the supplies and services. The Offeror shall maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and shall ensure that it is current within five calendar days after award and within three calendar days of changes in products being utilized as follows:

- (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge
- (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge
- (c) Support Services for products shall accommodate the communication needs of end-users with disabilities

[End of clause]

1052.239-9009 SECTION 508 CONFORMANCE (SEP 2006)

Each electronic and information technology (EIT) product and/or product related service delivered under the terms of this contract, at a minimum, shall conform to the applicable accessibility standards at 36 CFR 1194 at the level of conformance specified in Section J, Attachment [FILL IN].

The following technical standards have been determined to be applicable to this contract:

- ___ 1194.21, Software applications and operating systems.
 x (a) x (b) x (c) x (d) x (e) x (f) x (g) x (h) x (i) x (j) x (k) x (l)
- ___ 1194.22, Web-based intranet and internet information and applications.
 x (a) x (b) x (c) x (d) x (e) x (f) x (g) x (h) x (i) x (j) x (k) x (l) x (m) x (n) x (o) x (p)
- ___ 1194.25, Self contained, closed products.
 x (a) x (b) x (c) ___(d) ___(e) ___(f) x (g) ___(h) x (i) x (j)
 x (j)(1) x (j)(2) x (j)(3) x (j)(4)

The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device, but merely require that the EIT be compatible with such software and devices so that it can be made accessible if so required by the agency in the future.

The following functional performance criteria [\(36 CFR 1194.31\)](#) apply to all items delivered under the terms of this award:

- X (a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for assistive technology used by people who are blind or visually impaired shall be provided.
- X (b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for assistive technology used by people who are visually impaired shall be provided.
- X (c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for assistive technology used by people who are deaf or hard of hearing shall be provided.
- X (d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.

- ☒ (e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for assistive technology used by people with disabilities shall be provided.
- ☒ (f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.

The following functional performance criteria [\(36 CFR 1194.41\)](#) apply to all items delivered under the terms of this award:

- ☒ (a) Product support documentation provided to end-users shall be made available in alternate formats.
- ☒ (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at not additional charge..
- ☒ (c) Support services for products shall accommodate the communication needs of end-users with disabilities..

[End of clause]

1052.242-9000- POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (SEP 2000)

a. Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually (***Insert evaluation cycle*) to coincide with the anniversary date of the contract.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic Access to Contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained via the Internet at http://ocm.od.nih.gov/cdmp/cps_contractor.htm.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the Contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

[End of clause]

IR1052-01-001 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENTS

Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an Effective May 1, 2002, in order to receive payments under this contract/award, contractors are required to register in the Central Contractor Registration (CCR) database. Beginning October 1, 2002, CCR will be the primary database used to obtain contractor information for all Federal Government contracts. Contractors can complete the on-line CCR registration process by accessing <http://www.ccr.gov>. Annual renewal of a contractor's registration is a requirement. There are mandatory fields in CCR that need to be completed before the registration can become active. For example, contractor business, name, address, telephone, point of contact, business start date, Data Universal Numbering System (DUNS) number (plus 4 digits, if applicable), Taxpayer Identification Number (TIN) and the Electronic Funds Transfer (EFT) account numbers to permit receipt of electronic payments, are all mandatory fields. Registration via the internet can generally be activated within 48 hours, if all the information is complete and accurate. Registration via another method can take up to 30 days.

The CCR web site contains information and a telephone number (800-333-0505) where a contractor can call to get an expedited DUNS number, in order to start the registration process. Contractors must obtain the EFT account numbers from its own financial institution, if not already known. Contractors will be ineligible for awards, if they are not registered in CCR, unless they meet an exception or apply for a waiver. Contractors requesting a waiver from CCR registration must apply via the Contracting Officer. Only the Bureau Chief Procurement Officer (BCPO) can approve a waiver from CCR registration and permit the award action, if the contractor is not registered in CCR. Any contractor meeting an exception or obtaining a waiver from CCR registration is still required to get an EFT account in order to receive electronic payments, in accordance with the Debt Collection Improvement Act. Contractors not required

to register in CCR may use the ACH Vendor/Miscellaneous Payment Enrollment Form to record their EFT payment information. COs will forward completed forms to BFC by: E-Mail: CFOBFC.InvoiceLink@irs.gov

" Fax: (304) 254-3344; or
 " Mail to: Internal Revenue Service
 Beckley Finance Center
 ATTN: Vendor Code Coordinator
 P.O. Box 9002
 Beckley, WV 25802

The CO shall advise the contractor to complete the form, Request for Waiver of Electronic Funds Transfer (EFT) Payment for Individuals, and submit it to BFC whenever an individual or sole proprietor contractor is not required to register in CCR, and qualifies for a waiver from EFT payments.

Valid contractor EFT payment information is required in order for the Government to make any payment under this award. Invoices received prior to the receipt of valid EFT information shall be deemed improper for the purpose of prompt payment under this award and payments will be rejected or suspended.

In order for contractor invoices to be determined proper and payments made under applicable awards, contractor EFT information must be valid and current. Valid contractor EFT information must include the Agency information; the Payee/Company information including Taxpayer Identification Number (TIN); and the Contractor's financial institution information, including the nine-digit routing transit number, account type and account number. If the contractor is registered in CCR, changes can be made to its business profile at any time. Under this award, if any changes are made to the mandatory business information in CCR, the contractor is required to notify the IRS Beckley Finance Office within three (3) business days. Under this award, those contractors not registered in CCR but enrolled in EFT payments, are also required to report any changes to their business information to the IRS Beckley Finance Office within three (3) business days. Contractors can e-mail notification of their changed CCR and EFT business information directly to:

*CFO BFC CCR Payment Information@irs.gov

PART III

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

In accordance with FAR 15.204-1(b), the completed and submitted "Representations, Certifications, and Other Statements of Offeror", will be incorporated by reference in the resultant contract.

[End of Text]

FAR 52.212-3 OFFER REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS (FEB 2009)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not

completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(1) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or

HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*

(31 <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+1665+30++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20%20%20%20%20%20%20%20%20%20U.S.C.1352>). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end

product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

—

—

—

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.

In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 - Name _____.
 - TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

Alternate I (Apr 2002). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

Part IV

SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS. (JUN 2008)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet ([SF 1449](#)).

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR [52.212-3](#) (see FAR [52.212-3](#)(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including

contract numbers, points of contact with telephone numbers and other relevant Information); and

- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

- (c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

- (d) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(B) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

- (e) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government

reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(f) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(g) *Data Universal Numbering System (DUNS) Number.* (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR [Subpart 32.11](#)) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(h) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(i) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

ADDENDUM TO 52.212-1

COMMUNICATIONS REGARDING THIS SOLICITATION

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Terri L. Hilton, Contracting Officer
 E-Mail: Terri.L.Hilton@irs.gov
 Address: Internal Revenue Service
 Office of Business Operations
 6009 Oxon Hill Road, Room 5-136 (Mail Room)
 Attn: Terri L. Hilton, OS:A:P:B:A:A
 Oxon Hill, MD 20745

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible but no later than July 14, 2009 @ 3:30pm; **all questions will only be received via email.** All answers will be submitted as an amendment to the solicitation. Questions the Government may have otherwise answered may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date.

IRS PROPOSAL INSTRUCTIONS FOR OFFERORS

Submission of Proposal

Each offeror(s) proposal submitted in response to this solicitation shall be in two (2) volumes as described below. The technical proposal shall be submitted in an original and six copies. The business proposal shall be submitted in an original and three copies. A cover letter shall be provided. Proposals must be prepared in accordance with these instructions, providing all required information in the format specified. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration. **THE GOVERNMENT WILL NOT ACCEPT ELECTRONIC OR FAXED COPIES OF PROPOSALS.**

Volume I – Technical Proposal

General

The offeror(s) shall provide a response to each section described below: NO PRICING DATA SHALL BE SUBMITTED IN THIS VOLUME. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of this RFP. Extraneous narrative, elaborate brochures, uninformative “Public Relations” material, and so forth shall not be submitted.

Technical Proposal Page Limitation

Technical Proposal page Length – Hard Copy technical proposals are limited to one hundred fifty (150) pages and shall be submitted on standard 8.5 by 11 inch white paper. Pages shall be numbered sequentially 1-150. Pages in excess of 150 will not be evaluated. In addition, any government required spreadsheets/exhibits for this procurement will be part of the technical proposal page limitation of 150.

Section 1 – Executive Summary and Table of Contents

Summarize the offer, highlighting the salient features of the proposal. Include a description of your approach and plans toward satisfying and supporting the requirements of this solicitation. Indicate your complete acceptance of the solicitation requirements or specify any exceptions. Provide a clear table of contents with page number references.

In order for an offeror(s) proposal to be considered for Technical Evaluation, the offeror(s) must demonstrate compliance with the following:

- a. Comply with the definition of a “commercial item” in accordance with FAR 2.101
- b. Comply with the Scope and Objective described in Sections C.2 and C.3, Performance Work Statement respectively.
- c. Comply with Contract Requirements described in the Performance Work Statement Attachment A.
- d. Agree to Contract terms and conditions described in the RFP.

Section 2 - Review of Section 508 Standards and Provisions

(a) The Access Board’s Final Rule implementing Section 508 EIT Accessibility Standards, 36 CFR Part 1194.2(b) states, “When procuring a product, each agency shall procure products are products which comply with the provisions in this part when such products are available in the commercial market place or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the market place meets all the standards. If products are commercially available that meet some, but not all of the standards, the agency must procure the product **that best meets** (defined as products that most support) the standards.”

To ensure the Service understands the offeror’s represented Section 508 level of compliance for each product and product category, the offeror shall complete the applicable worksheets(s) at Attachment D, for each product being offered.

The IRS has identified the Standard(s) and Provision(s) that apply to this award (see Part II, 1052.239-9009 – Section 508 Conformance (SEP 2006). This information has been incorporated within the worksheet(s) provided at Attachment D. The offeror(s) must complete a separate worksheet for each copier being offered by identifying the compliance level (in terms of fully, partially, and non-compliant) as follows:

Comments – The offeror(s) must complete a separate worksheet for each copier being offered by identifying each functional criteria in terms of fully, partially, and non-compliant. Describe how the system is “fully”, “partially”, or “does not” meet the provision. The IRS will accept an offer which includes Equivalent Facilitation (36 CFR 1194, Subpart A, Section 1194.5) (Facilitation). Should the offeror elect to quote a solution by utilizing Equivalent Facilitation to reach a 100% Section 508 compliance for a copier (system), the offeror shall:

- 1) Identify each Standard(s) provision(s) (within the IRS indicated as applicable Standards and Provisions) requiring compliance that will be accommodated utilizing assistive technology. If the offeror proposes Facilitation (1194.5) to make the standard/provision Fully compliant, the offeror shall use the 36 CFR Part 1194.31, Functional Performance Criteria to inform the IRS of how the offeror has determined compliance has been met and add include the description and pricing information as described in the instructions at Volume 2,

Business – Section 3, Section 508
 36 CFR Part 1194.5 Equivalent Facilitation – Nothing in this part is intended to prevent the use of designs or technologies as alternatives to those prescribed in this part provided they result in substantial equivalent or greater access to the use of a product for people with disabilities. However, no additional credit will be given to an offeror who offers a product that is more than fully compliant.

(b) For each assistive technology item identified as “facilitation”, the offeror shall complete the yearly (Base + 4 Option years) Optional products information. The information must include: the offeror’s product number, a brief description of the part, the unit cost.

(c) The IRS has established its Section 508 needs for this acquisition based on its ability to determine the impact a provision has on the users who possess different types of disabilities (for example: vision, visual acuity, hearing (deaf or hard of hearing), speech or motor skills/coordination). The IRS has no way to ascertain the types of disabilities users may possess, the Standards are considered to be of equal importance and each identified provision within the individual Standard(s) are considered to be of equal importance.

The IRS intends to award without discussions, but reserves the right to hold discussions with an offeror(s) regarding Section 508 and may hold discussions during the normal discussion sessions with offerors on other technical issues.

(d) The IRS may utilize Subject Matter Experts (SMEs) from the IRS’ Information Resources Accessibility Program Office (IRAP). These SMEs may be either full-time employees or contractors that will advise the technical evaluation panel members on 508 issues and compliance. The SME’s will not be members of the technical panel which is responsible for the actual evaluation process, including the scoring, but will provide advice on Section 508 matters to the technical evaluation panel members. Information relative to Section 508 compliance that is provided within the contents of the offeror’s proposal will be provided to the SMEs for review to ensure appropriate advice on compliance matters for this acquisition. Any SME given access to an offeror’s Section 508 information will enter into non-disclosure agreements and, as appropriate conflict of interests and standards of conduct disclosures. Should a contractor employee’s services be utilized, that individual’s company/organization too will be required to comply with the non-disclosure and conflict of interest agreements.

Section 3 – Technical Evaluation Factors

For each technical evaluation factor an adjectival rating will be provided. The evaluation factors as stated below on pages 51 and 52 are: Evaluation Factor 1 – Experience, Evaluation Factor 2 – Management Plan for Performing the Work/Customer Service Evaluation Factor 3 - Past Performance. Offeror(s) must provide a complete and thorough description on how the requirement will be satisfied.

Section 4 - Past Performance

In this section, the offeror(s) shall describe its capabilities (and those of its subcontractors, if any) discuss its experience with contracts of a similar nature and magnitude. The offeror(s) shall discuss its previous experience providing the requirements as outlined in the Performance Work Statement (PWS) on a nationwide basis, including Puerto Rico, Hawaii and Alaska. The offeror(s) shall provide the information indicated in (1) through (9) below for each of its last three (3) agreements/contracts in chronological order by the beginning period-of-performance date for those that are completed or still in progress during the last five (5) years for the same or similar services required in this solicitation. These agreements/contracts may be prime or subcontracts or other agreements or accounts between the offeror(s) and federal, state, or local governments, commercial or non-profit organizations, educational institutions, or other private or public entities. If the agreement is a subcontract, indicate the tier (1st, 2nd, or lower) and identify the prime contractor as the customer or client but also indicate the name of the end-recipient of the services (the prime’s customer). If the offeror(s) has less than three (3) such agreements, then so state and include all those completed or still in progress during the five-year period. The representative identified for each client or customer

shall be the person who can best address the issues identified below. Identify an alternate person for each who can also address the issues if the primary person is not available. If the primary person is no longer with the organization, identify both that person and phone number if known and that person's successor or other person who can address the issues.

- (1) name and address of client or customer;
- (2) name, telephone numbers (both voice and fax if known) and e-mail address if known for a primary and alternate person as point-of-contact;
- (3) date the prime or subcontract, agreement, or account was entered into and any identification number known to the client or customer;
- (4) brief description of supplies delivered and/or services performed and whether you provided the supplies/services to the client or customer as a prime contractor or subcontractor;
- (5) total fixed price or estimated price of the agreement/contract both at date it was entered into and as a result of any supplement agreement to the present;
- (6) period(s) of performance of the agreement;
- (7) description and date of any "cure notices," show cause" letters, and notices of termination of your work for default or other reason (identify the client's or customer's representative for each of these actions if other than those in (2) above and state reason for any termination as communicated by the client or customer to you);
- (8) description and date of any claims or litigation between you and the client or concerning the particular contract, agreement, or account;
- (9) discussion of any problems that arose in meeting the customers expectations and resolved.

Section 5 – Management Plan for Performing the Work/Customer Service

In this section, the offeror(s) shall describe, the manner in which it would perform the requirements stated in the Statement of Work, what controls would be instituted to ensure that required delivery schedules are met; staff to support the program , how problems would be dealt with, overall customer service strategy, managing defects, documents and reports. The objective of this discussion is to demonstrate that the offeror(s) understand the unique circumstances of this contract and will be able to effectively operate within the framework proposed. The offeror(s) shall provide the requested information to include the subfactors stated below:

The Technical Evaluation Sub-Factors are as follows:

Sub-Factors for Management Plan for Performing the Work/Customer Service

- Provide clear and full descriptions of personnel responsibility and accountability.
- Clearly and fully describe resource allocations / staff to support the program.
- Clearly and fully describe overall customer service strategy.
- Clearly and fully describe handling government inquiries for services / products.
- Clearly and fully describe tools used for managing defects, documents and reports.

Section 6- Summary of Technical Exceptions and Deviations

In this section, the offeror(s) shall summarize all exceptions it takes to the technical requirements of the RFP and all deviations from the RFP for which it requests approval.

Volume II – Business Proposal

Section 1 – General

In accordance with FAR 52.212-1 the Government intends to award multiple contracts with awards made to the responsible offeror(s) whose proposals represents the best value. Best value is defined in FAR Part 2, as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. In performing its best value analysis, the Government will compare any relevant differences among the evaluated proposals to determine which proposal(s) offer(s) the overall best value.

(a) The Government intends to evaluate proposals and award contracts without discussions with the offeror(s) except clarifications as described in FAR 15.306(a) and will evaluate each offer on the basis of the offeror(s) initial proposal. Therefore, the initial proposal should contain the Offerors' best terms from a technical and cost/price standpoint.

(b) Each offeror(s) is responsible for ensuring that the information provided is thorough, accurate, and complete.

(c) The following documentation shall be included in the offeror(s) business proposal:

(1) Standards Form 1449 (Solicitation, Offer and Award For Commercial Items) along with Acknowledgement of Amendment(s), if any, with an original signature of an individual who has the authority to bind the firm. Include DUNS number in block 17A. Original signature only required on the original copy.

(2) Attachment 1, Price Schedule – Submit pricing for the base year, and each option period in the Price/Pricing Section of the Business proposal.

(3) 52.212-3 - Complete all Offeror Representations and Certifications – Commercial Items (see 3. Clauses section of this RFP. (0) Amendment(s) Acknowledgement(s)

Section 2 – Financial Capability

The Contracting Officer will conduct a responsibility assessment of each offeror(s) being considered for award. The following information shall be submitted to assist the Contracting Officer in making a responsibility determination (see FAR 9.1):

(a) The IRS will collect and analyze all necessary commercial and financial information concerning offeror(s) in the final competitive range or for the initial, apparent successful offeror(s) if the Government decides to award without discussions.

(b) The offeror shall supply sufficient information to demonstrate the financial capability to perform a contract of this size and duration. The offeror(s) shall provide information related to its current financial condition and the sources of all funds that will be used to finance contract performance. Indicate dollar amount, names and telephone numbers of banks and other sources of funds that may be contacted to verify the pertinent financial data. The offeror(s) shall include its two most recently audited annual financial statements. Any interim financial statements such as quarterly reports shall also be provided if the annual statements are more than six months old. Interim financial reports may not be audited. There are neither special standards or responsibility nor definitive responsibility criteria that establish specific preconditions for contract award.

(c) All communications with offeror(s) concerning the company's financial resources, ability to comply with the schedule, performance record, integrity and business ethics, managerial controls, technical equipment or facilities, or status as otherwise qualified and eligible, do not constitute discussions.

Section 3 - Price Proposal

In this section, the offeror(s) shall provide a detailed price proposal in accordance with Section B of this RFP. The offeror(s) shall also provide a copy of their applicable current GSA Schedules or commercial price lists. If applicable, the offeror(s) shall submit an original and three copies of its

pricing proposal. Each paper copy of the price proposal shall be provided in a three ring binder to facilitate potential page changes. Each binder shall be marked on the front with the solicitation number, offeror(s) name and labeled "Price Proposal."

4. DISPOSITION OF PROPOSALS

After evaluation, selection, and contract award, unsuccessful proposals will be disposed of as follows: one copy of each proposal will be retained by the Contracting Officer and the remainder will be destroyed.

5. FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer, Terri L. Hilton
Internal Revenue Service
6009 Oxon Hill Road, OS:A:P:I:F:B
Oxon Hill, MD 20745

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

5. PROPOSALS NOT SELECTED

Non-selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Government, or that no proposal was accepted. Offeror(s) whose proposals are not accepted will be so notified. Unsuccessful offeror(s) may request a debriefing concerning the perceived strengths and weaknesses of their proposal relative to the Government's expectations.

6. ANNOUNCEMENT OF AWARD

After notification to the successful offeror(s) and all other participating offerors, announcement of the contract awards will be made in FEDERAL BUSINESS OPPORTUNITIES.

7. EVALUATION FOR AWARD(S)

The Government intends to make at least two but no more than three awards for this procurement. In order to be considered for an award, the Government's requirements, must be met and best meets the applicable Section 508 Standards and Provisions. Acceptable past performance is a requirement as set forth in this RFP. An offeror(s) must be determined by the Government to have acceptable past performance in order to be considered for contract award. If the offeror(s) does not agree to one or more of the applicable contract requirements and deliverables, or does not comply with one or more of the mandatory proposal requirements, the Government will consider the proposal unacceptable and ineligible for contract award.

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a). The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award will be mailed or otherwise furnished to the successful offeror(s) within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(d) The Government intends to evaluate proposals and award a contract without discussions with offerors. At the Contracting Officer's discretion, clarifications (defined as limited exchanges used to define minor or clerical errors) may take place. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary. IF the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(End of Provision)

EVALUATION FACTORS

The Government intends to use a two-phased approach to evaluate offers.

PHASE ONE

A. The Architectural and Transportation Barriers Compliance Board's (Access Board's) standards pursuant to Section 508(a) (2)(A) of the Rehabilitation Act Amendments of 1998 require an agency to procure a product that best meets the Section 508 standards (36 CFR 11942(b)). During Phase One of the evaluation, a completed Attachment D from each offeror will be evaluated for compliance with applicable Section 508 standards and provisions. The results of the Phase One evaluation will be the establishment of an initial competitive range comprised of those offers that best meets the applicable Section 508 standards. Those offers included in the initial competitive range will progress to Phase Two of the evaluation process. Those offers not included in this competitive range will not be considered for award and no further evaluation of those offers will be made.

B. Adjectival ratings of Fully Compliant, Partially Compliant and Non-compliant at the provision level will be used to determine which offerors are most compliant.

C. Vendors are considered the experts regarding the Section 508 compliance levels of their offered systems. Provisions that have been determined applicable by the Government shall have a compliance rating inserted by the offeror. If a compliance rating of either Fully Compliant, Partially Compliant or Non-compliant is not inserted in the chart by the contractor, the offer will be determined unacceptable and will not be further evaluated in Phase Two and may not be considered for award.

D. The Government intends to evaluate proposals for Section 508 compliance without discussions with offerors. At the Contracting Officer's discretion, clarifications (defined as limited exchanges used to clarify certain aspects of the proposal or resolve minor or clerical errors) may

take place. However, the Government reserves the right to conduct discussions regarding Section 508 if the Contracting Officer determines them to be necessary.

E. At the conclusion of the Phase One evaluation, the Contracting Officer will provide written notification to those offerors whose proposals will not be considered for award in Phase Two of the evaluation process. Offerors excluded from further evaluation will no longer be considered for award and may request a debriefing.

PHASE TWO: Those offers determined to be the most compliant (defined as products that support most, but not all of the standards) with Section 508 will be further evaluated using the following evaluation factors:

1. Experience
2. Management Plan for Performing the Work/Customer Service
3. Past Performance
4. Price

The first two factors listed in order of importance are more important than the third factor, with experience being the most important factor to determine during the past five years if the vendor has relevant work processes and procedures, and understands the nature, difficulties, uncertainties and risks associated with providing copier/multi functions devices with maintenance and supplies. However, when combined the first three factors are significantly more important than price.

3.1 Evaluation Factor 1 - Experience

Each offeror(s) shall identify its corporate experience for up to three (3) of its last contracts or agreements as prime contractor and discuss the relevant experience gained on those contracts or agreements. Describe corporate management of any subcontracts for experience provided.

To determine if experience is relevant, the Government will consider, among other criteria:

- (1) Number of multi-functional devices provided to the customer under each previous contract;
- (2) Geographic area covered by for each previous contract;
- (3) Number of subcontractors the contractor managed for each reference provided,
- (4) Invoicing correctly for 4,000 or more multi-functional devices

Offeror(s) "experience" will be evaluated on the adjectival ratings listed below.

Factor 1: Experience Adjective Rating

Excellent	"E"	Vendor's experience significantly exceeded most or all contract requirements. Furthermore, the Vendor provided significant, unusual, unique, or worthwhile features or benefits and experience.
Acceptable	"A"	Vendor's experience fully exceeded many of the contract requirements. Vendor's experience has resulted in a high level of efficiency, productivity and quality.
Marginal	"M"	Vendor's experience demonstrated frequent problems in this area that interfered with the provision of quality services and/or products in several situations.
Unacceptable	"U"	Most or all elements of the Vendor's experience clearly do not meet expectations of the requirements or criteria.

3.2 Evaluation Factor 2 – Management Plan for Performing the Work/Customer Service

An offeror(s) must be determined by the Government to have an acceptable or above management plan in order to be considered for contract award.

Evaluation factor 2 and the factor's subfactors listed below are second in importance. Each sub-factor listed is equal in importance. (Provide a complete and thorough description on how evaluation factor 2 will be satisfied).

The Technical Evaluation Sub-Factors are as follows:

Sub-Factors for Management Plan for Performing the Work/Customer Service

- Provide clear and full descriptions of personnel responsibility and accountability.
- Clearly and fully describe resource allocations / staff to support the program.
- Clearly and fully describe overall customer service strategy.
- Clearly and fully describe how management plan/strategy will provide minimum risk to the Government.
- Clearly and fully describe handling government inquiries for services / products.
- Clearly and fully describe tools used for managing defects, documents and reports.
- Clearly describe corporate management of subcontracts provided.

The evaluators will use the following Rating Definitions/Scoring Adjectives below to evaluate Factor 2 above.

Management Plan for Performing the Work/Customer Service Rating Definitions/Scoring Adjectives

Excellent	"E"	Very significantly exceed most or all RFP requirements. Response exceeds an "Acceptable" rating. The Vendor has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.
Acceptable	"A"	Meets all RFP requirements. Complete, comprehensive, and exemplifies an understanding of the scope and depth of the task requirements as well as the Vendor's understanding of the Government's requirements.
Marginal	"M"	Met RFP requirements with frequent problems during performance that interfered with the provision of quality services and/or products in several situations.
Unacceptable	"U"	Technical proposal has many deficiencies and/or gross omissions. Failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements. (When applying this adjective to the technical proposal as a whole, the technical proposal must be so unacceptable in one or more areas that it would have to be significantly revised to attempt to make it other than acceptable.)

Risk is an inherent part of the evaluation process and will be evaluated as well using the Risk Definitions/Risk Adjectives below.

Risk Definitions/Risk Adjectives

Low Risk	"LR"	Any problems that have little potential to cause disruption of schedule, increase in cost, or degradation of performance. Normal Contractor effort and normal Government monitoring will probably minimize any difficulties.
----------	------	--

Moderate Risk	"MR"	Approach has problems that can potentially cause some disruption of schedule, increase in cost, or degradation of performance. However, special Contractor emphasis and close Government monitoring will probably minimize difficulties.
High Risk	"HR"	Approach has problems that have the potential to cause serious disruption of schedule, increase in cost, or degradation of performance even with special Contractor emphasis and close Government monitoring.

3.2 Evaluation Factor 3 - Past Performance

(a) Information obtained from the offeror(s), through the NIH CPS database and any other sources deemed appropriate, will be used by the Government in conducting past performance evaluations. The Government will (1) analyze the historical facts of the offeror(s) past performance made by both the offeror(s) and its customers, (2) make qualitative judgments about the facts and observations, and (3) assign an overall adjectival rating for the offeror(s) past performance.

(b) The Government will consider each of the offeror(s) clients or customers as a specific past performance case. Each of the past performance areas identified in the questions in Attachment G, will be evaluated to determine whether the specific case is favorable or unfavorable. The Government will assign an overall adjectival rating for past performance for each offeror(s).

(c) The information described in Attachment G-Past Performance Information Form shall be provided for each of the relevant contracts or agreements. A Past Performance/Experience Questionnaire (Attachment G), will be used by the Government to collect information from three of the references identified. The Government will contact the references as necessary for completion of the questionnaire. The Government may also use other relevant information that comes to its attention.

Offeror(s) "past performance" will be evaluated on the adjectival ratings listed below.

In accordance with FAR 15.305(a)(2)(iv), offeror(s) lacking relevant past performance or for whom information on past performance is not available, the offeror(s) may not be evaluated favorably or unfavorably.

Past Performance Rating Definitions/Scoring Adjectives

Excellent	"E"	Vendor's performance significantly exceeded most or all contract requirements. Furthermore, the Vendor provided significant, unusual, unique, or worthwhile features or benefits and performance or customer satisfaction.
Acceptable	"A"	Very little risk anticipated with performance or lack of customer satisfaction. Vendor's performance fully exceeded many of the contract requirements. Vendor's performance has resulted in a high level of efficiency and productivity and quality.
Marginal	"M"	Vendor's performance demonstrated frequent problems in this area during performance that interfered with the provision of quality services and/or products in several situations.
Unacceptable	"U"	Most or all elements of the Vendor's performance clearly do not meet expectations of the requirements or criteria and performance was considered unsuccessful.

Neutral	"N"	No relevant past performance available for evaluation. Proposal receives no merit or demerit for this factor.*
---------	-----	--

***NOTE: Neutral rating can only be used on the Past Performance Evaluation Factor.**

4. PRICE EVALUATION

Price will be evaluated for the entire contract period, including the base period and all option years and optional items for purchase. No adjectival rating score will be applied to the price evaluation. Price evaluation will be undertaken concurrently with the technical evaluation.

5. PRICE ANALYSIS

Price analysis of the offeror(s) price will be conducted using one or more of the applicable techniques cited in FAR 15.404-1(b).

6. BASIS FOR AWARD

In accordance with FAR 15.101-1, a tradeoff process will be used. The Government intends to make at least two but no more than three awards for this procurement. In order to be considered for an award, the Government's requirements, must be met and must also best meet (defined as products that most support) the applicable Section 508 Standards and Provisions. Award will be made to the offeror(s) whose overall price combined with technical merit is most advantageous to the Government.

52.216-27 Single or Multiple Awards

Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

7. Agency Ombudsman

The contact information for the agency task and delivery order ombudsman is as follows:

Bonnie Hanger, Chief, Policy and Procedures Branch
 IRS Office of Procurement Policy
 6009 Oxon Hill Road, 8th Floor
 Oxon Hill, MD 20745
 Telephone: (202) 283-1393
 Facsimile: (202) 283-1529
 E-mail: bonnie.a.hanger@irs.gov

ATTACHMENT A

PERFORMANCE WORK STATEMENT FOR NATIONWIDE LEASE OF COPIER/MULTI FUNCTION DEVICES (MFD)

DESCRIPTION OF SERVICES. The IRS currently has multiple lease copier agreements with three vendors/manufacturers service-wide that includes maintenance, supplies and training. This contract is to provide networked copier/multi-function devices (MFD) that include copying, printing and scanning. They will perform all current and new copier/multi-function devices lease and maintenance requirements for the IRS. Because of the different start and end dates of the current contractual agreements and the different contract types involved, this will be accomplished over time, including over the option years to be included in this contract.

The IRS's current copier inventory consists of approximately 4,500 copiers. These machines reside in copier centers, common office areas and hallways (shared) located in IRS Campuses, Field Offices and Business Units. Servicewide transition (varying times) of the copier requirements to the new contract(s) and will begin on the effective date of the award. The replacement of current machines will occur in phases as the prior contracts expire or are terminated. The new machines shall be in current production, with only those re-manufactured parts which are standard for the industry.

These contracts will permit the IRS to provide equipment with costs that include services, delivery and installation of equipment, maintenance, relocations and installation of supplies (excluding paper) in all IRS locations. Under these IDIQ contracts, vendors will not be responsible for supporting or disposing of other vendor's equipment.

The IRS anticipates that multiple indefinite delivery/indefinite quantity contracts will be awarded from this Request for Proposals.

C.1 DEFINITIONS

For purposes of this acquisition, the following definitions apply:

Contracting Officer (CO): The Government representative with overall responsibility for ensuring the successful performance and completion of the contract.

Contracting Officer's Technical Representative (COTR): The individual designated by the ACO to have responsibility for performance of all technical aspects of the contract.

Sub-COTR: The individual at an IRS facility or post of duty who has technical responsibility for the copiers at that location. The duties of the Sub-COTR are specifically defined by the COTR and appointing ACO and the Sub-COTR reports to the COTR in performance of his/her duties. The Sub-COTR may also function as a Key Operator for one or more machines.

Key Operator: The IRS employee who is specifically designated and trained to deal with day-to-day issues such as paper jams, paper replenishment and other minor events for an individual copier or group of machines. The Key Operator handles problems which can be corrected and full performance can be restored without the need for a service call.

Operating Lease Plan (OLP): An equipment lease applicable for a stated period of time, at the end of which equipment will physically and contractually revert to the lessor, with not intent by the lessee to take ownership of the equipment at any time. Includes applicable commercial warranties and preventative maintenance services.

Replacement Copiers: Those copiers intended to remain in place for the remainder of the delivery order term. Replacement copiers shall be at least the functional equivalent of the copiers they replace.

Backup Copiers: Those copiers installed in place of malfunctioning copiers to provide temporary relief until the original copier is repaired or until the replacement is installed.

Multi-function Devices (MFD): Those copiers that are networked and provide copying, printing and scanning.

Response: As used in relation to delivery orders, means the contractor's workforce is at the work site ready to commence required work within the specified time.

Remote Location: 20 miles outside the Metropolitan Area.

Metropolitan Area: Within but not limited to major cities such as Washington DC, Boston, Philadelphia, etc.

Critical: When work cannot be completed

Peak Season: January through June 30 of a given year.

New copier: A new machine is defined as a unit that has not been used previously nor contain rebuilt, refurbished, reconditioned or used parts.

Quality Assurance: Actions taken by the COTR to assure services meet

the requirements of the contract.

Quality Control: Actions taken by the Contractor to control the performance of services so that they meet the requirements of the contract.

Shall: The word “shall” is used in connection with the Contractor and specifics that the provisions are binding.

Transportation and Travel Time: Time required by Contractor personnel to travel to and from the work site in performance of contracted work.

C.2 SCOPE

- C.2.1** The contractor(s) shall provide the copiers/multi-function devices, routine preventative maintenance and remedial maintenance services and parts based on line items, sub-line items and prices above. At IRS locations such as the Andover IRS Center, Atlanta IRS Campus, Austin IRS Center, Cincinnati IRS Center, Fresno IRS Campus, Kansas City IRS Campus, Memphis IRS Center, Ogden Campus, Ogden IRS Campus AUR Operations, Enterprise Computing Centers, (Martinsburg & Detroit); 1111 Constitution Ave., Washington, DC; 5000 Ellin Road, Lanham, MD; and IRS locations in the 48 contiguous states, District of Columbia, Alaska, Hawaii and Puerto Rico.
- C.2.2** The contractors shall provide services of an on-site technician at each campus/centers stated above to be provided from 8:00am to 5:00pm, local time Monday through Friday, except Federal Holidays, to provide routine support services in accordance with C.6.1 below.
- C.2.3** Contractor(s) shall have and maintain a online catalog system (for IRS only) compatible with Internal Revenue Service’s (IRS) eCatalog on-line system to allow ordering, renewals and tracking of all copiers leased under the contract (eCatalog requirements cited on Attachment C)
- C.2.4** The Operating Lease Plan (OLP) will include consumable supplies, including, but not limited to periodic or preventative maintenance kits, toner developer, dry ink, fuser oil, staples and other supplies needed for the equipment, excluding paper. The contractor will deliver, pick up and relocate within the same building, as required, the leased equipment and supplies at no cost to the IRS. Delivery of all required consumable supplies to designated locations will be within two (2) business days after installation.
- C.2.5** Equipment upgrades or downgrades shall be made available without financial penalty to the IRS. The optimization of equipment types shall be determined by the IRS Sub-COTR and Contractor based on utilization within a 90 day period.

C.3 SERVICES REQUIRED

C.3.1 The contractor shall provide the following services:

Consumable supplies such as developer, toner and staples must be of the same brand for individual machines and compatible among all machines supplied by the contractor within the volume band.

All service, repairs and preventative maintenance shall be done during regular working hours 8:00 am until 5:00 pm (local time).

No charges for removal or relocation for machines within the same building or floor.

On- Line Access to Contractors Web Site; Contractor shall provide within 5 working days of award, access and training for all designated Sub-COTRs, COTR and ACOs to its on-line Web Site with designated electronically accessible links for the following, but not limited to access Monthly Report Data, Copier, Order/Delivery tracking, Meter reads data reporting, ordering copier supplies and placing service orders.

C.3.2 Provide on line ordering catalog via their on-line Web site. The on line ordering catalog shall be available for 24/7 Access. The on line catalog will be in accordance with the IRS E-catalog system requirements/specifications cited in Attachment H.

C.3.3 Provide program management by assigning a single point of contact to coordinate with the IRS Contracting Officer and/or COTR in all aspects of this contract.

C.3.4 Provide a single toll free “800” Help Desk number for Key Operators or Sub-COTRs to call for field technical assistance in each Territory. The help desk shall be staffed by people who fluently speak and understand English as spoken in the United States, including common terms and idioms used in the copier field. The Contractor will be solely responsible for contacting and providing third-party vendor technicians trained and certified according to the industry standards to service the IRS Fleet.

C.3.5 Provide services of an on-site technician at each campus stated in C.3.1 (where there are over 100 copiers) to be provided from 8:00am to 5:00pm, local time Monday through Friday, except Federal Holidays. The onsite technician must be board certified and able to provide routine support services in accordance with C.7.5 below.

C.3.6 Maintenance (including Operational standards & Performance. As part of the offered price, the contractor shall:

The contractor shall respond to trouble calls submitted through the contractor’s “800” help desk or the IRS Employee Resource Center (ERC), during the hours of 8:00 am to 5:00 pm (local time), Monday through Friday (excluding federal holidays).

The time on a service call (verbal or written) starts when the Sub-COTR, COTR or Key Operator places a call to the Customer Service Center (CSC). The CSC shall log the following; date, time the call was received, time the service was completed, serial number, location and POC.

This maintenance call information shall be posted and made available on repair/call link through the Contractor's Web Site.

The contractor shall respond to the repair call within 2 working/clock hours (for locations within 20 miles of a metropolitan area) or within 4 working hours (for remote locations – over 20 miles from a metropolitan area) after the verbal or written request for the service call is received by the CSC.

C.3.6.1 For calls defined as “critical”, the contractor shall respond and repair the MFD within four (4) working hours (2 hours response time and 2 hours repair time). MFDs defined as “critical” will be identified by the ordering activity in the order. It is estimated that 10% of situations shall be classified as “critical” across the total MFD population on a yearly basis.

However, during peak season Campus (determined by individual campus') and Taxpayer Assistance Center (TAC) Office MFDs shall be considered as “critical”. The Contractor shall be required to meet above response times 95% of the time. Failure to meet the 95% requirement will result in a 5% decrease in payment from the hourly rate.

If a time extension on the repair is needed, the contractor shall submit a written request to the COTR, Sub-COTR or Key Operator within the repair window specified above explaining the need for the extension and the expected time for completion of repair. If a MFD identified as “critical” cannot be repaired within 4 hours of the repair call being made, a back up MFD of equal or better quality will be provided by the Contractor.

For calls defined as non critical, the contractor shall respond and repair the copier within four (4) working hours.

C.3.6.2 Preventive Maintenance

The Contractor shall maintain all equipment at a minimum 95% available rate based on the 21 standard federal work days in a month.

C.3.6.2.1 Maintaining the equipment includes regular and systematic examinations, cleaning, lubricating, testing, adjusting the equipment, and as conditions warrant, repairing or replacing

equipment included under the contract. The Contractor shall ensure that each copier operates as originally designed and installed.

C. 3.7 Copier Replacement or Backup

C.3.7.1 Copier Replacement: For purposes of this contract, the minimum acceptable level of performance for each copier/multi function device (MFD) is 95% availability. The Government's definition of availability is full functioning of all the features available on the unit simultaneously. Malfunctioning (Downtime), even if a MFD still copies after an original is placed on the platen, include the non-functioning of the feeder, sorter, stapler, 3-hole punch, paper drawer or any other feature necessary for the full functioning of the features available on the unit simultaneously. The failure of any copier to meet the availability standard of 95% in one 60-day period will result in a determination by the appropriate COTR, Sub-COTR and the Contractor's representative whether to replace the MFD. The Contractor's representative must certify on the repair record that sufficient repairs have been made to preclude additional abnormal breakdowns. However, if in 30 days after such certification, the MFD continues to function below the 95% availability requirement, the Contractor shall replace the MFD with the concurrence of the CO and at no additional cost to the Government. The replacement will assume the period of performance of original MFD.

C.3.7.2 The Contractor shall deliver and install replacement MFDs within 3 working days after the replacement determination has been made. (Percentage is computed based on a 40-hour work week (160 hours per month divided by the number of hours down e.g., copier is operational 150 hours divided by 160 hours = 94% up time).

C.3.7.3 MFD Backup: The Contractor shall have an adequate working inventory of MFDs in order to provide backup support for all volume bands. When a malfunctioning MFD cannot be repaired within the repair times set forth in C.3.6.1, the IRS entity will have the option of requesting a backup copier within 8 working hours after notification by the Sub-COTR or COTR. Backup copiers shall be the same and in-lieu of the charges for the MFD being replaced. Failure to provide backup MFD within 1 day after notification will result in a 20% withholding for each calendar day of delay, of monthly lease price. For this purpose only, remanufactured equipment may be used until a replacement copier is delivered and installed.

C.4 COPIER/MFD CONFIGURATIONS (as stated in Matrix – Attachment B)

- C.4.1** Other operating features shall include, but are not limited to:
 Copy to within 3/16" of the leading edge of the paper and 1/8" of the remaining pages;
 Contain no asbestos or polychlorinated biphenyls (PCBs), nor Beryllium or lithium or their compounds;
 Conform to the requirements of the American National Standards Institute (ANSI) and Underwriters Laboratories (UL); Include an Operator's Manual with each unit;
 Accept recycled paper of up to 50% post-consumer materials;
 Contain an internal self-diagnostic system indicating, as a minimum, the following conditions: "needs toner", "needs paper", "needs staples" "paper miss-feed or jam", "call for service" and "service call placed".
 Provide an "on/off" signal light or panel indicator;
 Contain minimum platen of 11" X 17" of the "flat bed" type;
 Power off automatically after a period of non-usage;
 Run paper up to and including 24-lb. bond;
 Be "Energy Star or "Environmental Choice" compliant including but not limited to the use of recyclable toner cartridges;
 Register with Electronic Product Environmental Assessment Tool (EPEAT) www.epeat.net when it becomes available for copiers;
 Accept toner cartridges made from recycled materials;
 Use the minimum weight and/or volume of disposable packing materials for shipping
 Currently be network connectable for future streamlining of document distribution.
- C.4.2** Each copier/MFD must have the contractor name, model number, and serial number permanently affixed on a major component that is in an accessible location. Serial numbers will be unique and are not to be duplicated or carried-over to other models within the fleet of copiers.
- C.4.3** The Contractor must provide a comprehensive list of all provided specific Electronic and Information Technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate in full detail where this list of compliances can be found (e.g., Contractor's or other exact web page location). The Contractor must ensure that the list is user friendly and easily accessible beginning five calendar days after award. The Contractor must maintain this detailed listing of compliant products for the full contract term, including all extensions, and must ensure that it is current within five calendar days of changes to its product line. The Contractor must ensure that all EIT products less than fully compliant are offered pursuant to extensive market research, which insures they are the most compliant products and

services available to satisfy this solicitation's requirements. For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service or on the contract renewal date, whichever shall occur first.

4.3.1 In addition to the requirements listed above copiers placed in the offices of Chief Counsel require, but are not limited to the following features:

Book Copy (Needed in or near legal libraries to accommodate books and other bound originals.

Multiple feeder trays to accommodate 8.5 X 11, 8.5 X14 and 11 X 17 paper for legal files, charts and floor plans

Smart Paper Trays for complex copying

Image adjustment - Edge erase, shift, etc.)

Scan to .pdf/network and .pdf/email to create electronic copies for electronic submission as required by Bankruptcy Court;

Auto tray selection – Ability to use several sizes of paper for Complex copying.

- C.4.4** All copiers must be able to operate on 115 volt or 220 volt, 60 Hz, AC electrical current. Any rewiring of copier facilities must be approved and accomplished by the Government. Contractors furnishing copiers that operate on a 22-Volt electrical current or use a nonstandard plug shall abide by the implementation plan included as part of the Management Plan within their technical proposal. The Contractor must also supply any nonstandard plug and the 220 outlet, in accordance with local electrical code and with the approval of the Sub-COTR.
- C.4.5** Copiers/Multi function Devices (MFDs) must comply with the feature and copy speed requirements stated in Attachment 1 for the volume band for which they are proposed, and shall operate under working conditions between 50 and 90 degrees Fahrenheit with relative humidity between 15 and 85 percent, incorporating multiple users and extended hours of operation.
- C.4.6** Provide an operator's manual written in English with each copier/multi function devices (MFD).
- C.4.7** Equipment Network Security Requirements (see Attachment C - NETWORK SECURITY TEMPLATE)
- C.5** **PROCEDURE FOR ORDERING OF COPIERS/MULTI FUNCTION DEVICES (MFDs)**
 - C.5.1** The Sub-COTR's will submit a request via E-Catalog to the COTR for review

and approval of new copier/multi function devices (MFD). Once approved, the Contracting Officer (CO) will order copiers/multi function devices via the IRS eCatalog site that is compatible with the Contractors On-line ordering site. Each delivery order can contain multiple copiers/multi function devices with each copier/multi function device cited per eCatalog line item. Ex. DO 0003 contains 10 line items for 10 copier/multi function devices

C.5.2 Only the CO shall have the authority to order copiers. The contractor shall not accept delivery orders or initiate services based on the directions of any other individual(s).

C.5.3 In addition to invoice requirements stated elsewhere in the contract, the contractor shall on its invoices to the Government, correlate and reference the invoiced items to the specific delivery order from the CO.

C.6 DELIVERY, NOTIFICATION AND ACCEPTANCE

C.6.1 The equipment must be delivered as stated in the Delivery Order, within 40 days or less of receipt of Delivery Order. All deliveries and relocations must be coordinated with the Sub-COTR providing a minimum of 72 hours notice prior to delivery.

C.6.2 The Contractor shall provide for the necessary shipment and delivery of the copiers and consumable supplies to each customer location at no additional cost to the Government. The Contractor shall make delivery and install copiers between the hours of 8:00 am and 4:00 pm (local time), Monday through Friday, Federal holidays excluded. In addition to the notification requirement in C.6.1 above, the Contractor shall notify the COTR in writing no less than 3 working days in advance of each installation.

In some instances, delivery and/or installation may be necessary at other hours due to restrictions on building access. Any costs for special handling requirements, such as the rental of hoists or cranes, will be as a procurement action separate from this contract. The Contractor shall request special handling requirement in writing to the appropriate Sub-COTR or COTR for approval and procurement action no less than 5 working days prior to delivery and or/installation of contract equipment.

C.6.3 It is the sole responsibility of the Contractor to flow down all pertinent terms and conditions of this contract to its sub-contractors, including all requirements involving deliveries, installation, and maintenance.

C.6.4 The Contractor shall demonstrate that the copier is properly functioning upon completion of the installation. This demonstration shall be accomplished pursuant to the operation instructions furnished with each copier and in the presence of the Sub-COTR.

- C.6.5** The Contractor shall deliver all copiers requested under the contract in accordance with the terms of the implementing delivery orders. Contractor is required to deliver copiers at a minimum of 90% on time. Failure to meet the on-time delivery requirement will result in a 20% withholding for each calendar day of delay, of the anticipated monthly lease price for each copier.

If the model requested is not available, the Contractor shall immediately notify the Sub-COTR and supply a substitute piece of equipment of equal or superior quality until the ordered equipment is delivered. As soon as the requested copier is available, the Contractor shall remove the temporary copier and the copier originally ordered shall be installed. Additional delivery and installation costs resulting from this late delivery and temporary copier placement delivery are the sole responsibility of the Contractor. In the event the Contractor has not installed the ordered copier within 40 days of the receipt of the original request. Failure to deliver the copier will result in an additional 10% withholding for each calendar day of delay, of the anticipated monthly lease price for each copier however, the total of withholding assessed shall not exceed the monthly lease cost of the equipment.

- C.6.6** The Contractor shall take necessary steps to ensure that complete action (installation, exchange, removal, etc.) is made within the delivery schedule specified in the Delivery Order. The contractor shall not attempt to deliver/install a copier unless the installation will be complete. Complete delivery/installation is defined as the Volume Band copier with all its components, optional features and equipment simultaneously fully functioning and sufficient supplies.

C.7 LIQUIDATED DAMAGES FOR LATE DELIVERY

- C.7.1** If the Contractor fails to deliver copier equipment and supplies within the time specified in this contract, or any extensions granted by the Contracting Officer, the Contractor shall, in place of actual damages, pay to the Government as fixed and agreed, liquidated damages for each calendar day of delay, the sum of 20% of the anticipated monthly lease price for each copier for which delivery or service is not performed. However, the total of liquidated damages assessed shall not exceed the monthly lease cost of the copier.

- C.7.2** The Contractor, at the Government's option, shall not be assessed with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor. The Contractor shall submit reasons for such non-performance to the COTR in writing within 3 business days of such delay.

C.8 REMOVAL OF COPIERS

- C.8.1** The Contractor shall remove all equipment and associated supplies from Government premises with 10 working days after delivery order completion/or termination at no additional cost or penalty to the

Government. Equipment that has not been removed by the Contractor within 10 working days after completion of a Delivery Order will be disposed of in a reasonable manner deemed appropriate by the Government. The Contractor shall reimburse the Government as a consequence of the Contractor not removing and storage fees, plus 10% incurred by the Government as a consequence of the Contractor not removing equipment timely. The Government will deduct any cost incurred in the removal of the equipment, plus 10% from outstanding Contractor invoices.

C.8.2 The Contractor shall provide written confirmation of the equipment's removal. This confirmation shall include the copier serial number, removal date and ending meter reading. The Contractor shall forward a copy of this document to the Sub-COTR, no later than 5 working days after removal. Confirmation information will also be recorded and made accessible to the Sub- COTR and COTR in the Contractor's Web Site.

C.9 OPERATOR TRAINING

The Contractor shall provide training within three working days of initial equipment installation. Training shall be given to key operators in the affected office.

C.9.1 Additional training may be requested by the IRS on an "as needed" basis to maintain Key Operator capabilities when personnel relocate, retire, etc. Such training will be provided within 5 working days of request. The IRS estimates that one Key Operator per equipment item per year will require training (e.g., if a copier is in place for three years, we estimate that 3 Key Operators will require training for that copier series for those locations not serviced by contractor on-site technicians. In addition, the contractor shall provide available self-paced training with a CD-ROM. All Key Operator training and training materials shall be provided at not additional cost to the Government.

C.10 SUB-CONTRACTS

Contracts entered into by Contractors with sub-contract vendors are the sole responsibility of the contractor and will remain transparent to the Government and not in any way prevent service due to default or disagreements between the two parties. **NOTE: At no time will it be the responsibility of the CO, COTR, Sub-COTR or Key Operator to contact/respond directly to the sub-contractor vendor for service on behalf of the Contractor.** Such an event will be documented and reported as "negative" in the performance assessment.

C.11 COPIER FACILITIES

C.11.1 The Sub-COTR will provide the contractor with security access to gain entrance and access to copier facilities within a building. The contractor will have access to those facilities to provide the following: preventive maintenance, repairs, replenishing and installing supplies and

conducting meter reads.

- C.11.2 The IRS will provide sufficient space to store copier supplies. The amount of space may vary for each copier facility.
- C.11.3 The IRS will provide a work area pending availability of space at those facilities that may require an on-site technician.
- C.11.4 The IRS shall place copiers by minimum volume, which is directly related to the average monthly volume of copies produced. Minimum volume adjustments will be needed if copiers are producing under the minimum. In its monthly report (See C.12, below), the contractor shall provide the IRS with meter reads report indicating over-or under-utilization of a copier and recommend replacement of the machine with a copier that is better suited for the actual volume or relocation of the copier by the contractor within the existing facilities for more efficient utilization. Relocation requires the concurrence of the Sub-COTR.
- C.11.5 The contractor is responsible for ensuring each location where a copier/MFD is installed has legible signs in to identify its equipment. The signs shall include manufacturer's name, make, model, serial number and contacts for supplies and service. The signs shall be visible and placed on or above the copiers. The contractor shall use an adhesive that will protect the walls. The contractor will be responsible for any damages to the facility resulting from improperly attached signs.

C.12 RELOCATION OF COPIERS

- C.12.1 During the term of the contract, changes in IRS requirements may make relocation of copiers on the same floor or to another floor within the building necessary. Installation and necessary supplies and key operator training shall be included in relocations. Relocation within a building or floor will be provided for any copiers on contract at no additional cost to the Government.
- C.12.2 The COTR or Sub-COTR will notify the contractor in writing of intended equipment moves. Relocation of copiers will be accomplished within 5 working days of request. The contractor must notify the COTR or Sub-COTR of arrival date within 48 hours of request.
- C.12.3 The contractor must provide building protection (e.g., cardboard, masonite material) on floors and walls to protect against scratches when delivering and relocating copiers.
- C.12.4 No relocation for which an additional cost shall be incurred by the Government shall proceed without the written direction of the Contracting Officer.
 - C.12.4.1 Failure to obtain the Contracting Officer's written approval

prior to a relocation occurring shall be solely at the expense of the Contractor.

C.13 CONSUMABLE SUPPLIES

The Contractor shall provide consumable supplies as defined in C.3.1, above, in accordance with the following process:

- C.13.1 Upon initial delivery, the Contractor shall provide two month's worth of consumable supplies for each copier. These supplies will be stored by customer agencies.
- C.13.2 The Contractor shall deliver supplies to customer agencies during the hours of 8:00 a.m. through 5:00 p.m. (local time) Monday through Friday, excluding Federal holidays.
- C.13.3 The Contractor shall label all shipped consumable supplies with the name and address (including building, office code and room number) of the facility's Key Operator(s) and/or Sub-COTR.
- C.13.4 The Key Operator may make emergency requests for consumable supplies verbally or electronically. The Contractor shall process and ship these requests within 24 hours, excluding Saturdays, Sundays and Federal holidays. Order tracking information shall be made available through the on-line catalog link for the Contractor

C.14 CONTRACTOR REPORTS

- C.14.1 The Contractor shall provide the following report as detailed below. The Service's Fleet Report (SFR) shall be made available electronically through the vendor's On-Line System (OLS). The report must be Microsoft Office compatible and downloadable.
 - C.14.1.1 Copier Installation Reports – Report data shall include the delivery order, contract number and date of each copier installed. Reports shall be due quarterly (end of month) starting with the government fiscal year (October).
 - C.14.1.2 Service History Reports -Report data shall be made accessible to designated IRS personnel. The report shall be updated monthly and include make, model, serial number, physical location (address and floor), description of any and all repairs, response time repair time (as per C.3.6 of the PWS), percentage of up/down time(as per C.3.6.1 of the PWS) and meter reads. Monthly reports shall be due by the 5th day of each new month. Reports not received shall be reported negatively in the performance assessment. The contractor shall recommend any changes to volume bands due to over or under usage.

C.14.1.3 Meter Readings - The key operators/coordinators will conduct meter readings on those machines that do not have an embedded web server to take meter readings electronically. The key operators must record and report all meter readings from machines that do not have electronic meter readings to the Sub-COTR. The contractor's onsite personnel will perform meter readings at the 10 campuses and 2 copy centers specified by the IRS.

C.15 CONTRACTOR PERSONNEL

C.15.1 All contractor personnel must wear an identification badge at all times. The badge must be visible and worn above the waist. The IRS will receive proof from the IRS National Background Investigations Center (NBIC) of all completed background investigations on contractor personnel. Any changes in contractor personnel for a specific area must be submitted to the Sub-COTR with a copy to the COTR immediately. The contractor shall notify the IRS Sub-COTR no later than the end of the day of the Termination for Cause of an authorized employee's access. The contractor shall notify the COTR no later than 5 days after an authorized employee no longer requires access. Verbal notifications shall be confirmed in writing within 15 days.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

If it is determined that a Contractor employee does not meet Government standards, employee will be removed from the facility.

C.16 SECURITY REQUIREMENTS

C.16.1 A background investigation, to be conducted by the IRS, is required for Federal or contractor employees who will have unescorted access to IRS facilities or access to sensitive data or information systems as identified in the Statement of Work (SOW). Unless specified, the contractor shall submit otherwise to the COTR within 5 days before the starting date of the contract, the forms noted in C.15.4, below for each employee who requires access as described above. The IRS may also require the contractor to submit the investigation forms for every employee covered by this paragraph on a 5-year basis for reinvestigation.

(Note: a checklist for required forms and processes can be found on:

http://awss.web.irs.gov/Facilities/RealEstate/HSPD_PIV_Checklist.pdf .

C.16.2 The contractor shall deliver copiers to one or more locations within IRS owned or controlled facilities in accordance with IRS security

guidelines. The IRS Internal Revenue Manual Handbook 1.23.2, Section 2, Security Investigations, Chapter 2, Contractor Investigations, requires that the contractor's personnel working in IRS locations who are unescorted must obtain a background investigation based on the position risk. The position risk for this contract will generally be low, requiring only a basic investigation. This investigation will include, but not be limited to, law enforcement checks and a check of the employees' federal tax records. However, should contractor personnel have to receive sensitive, but unclassified data, or access to a computer system, the risk level would be moderate and would require a more extensive clearance. Contractor service personnel will be required to pass a background investigation to receive the security access and appropriate badge to enter an IRS facility. The badge will be returned by the service person to the IRS upon departing the facility. The badge will be returned by the service person to the IRS upon departing the facility. The IRS requests that the same service personnel be scheduled for equipment repairs or services to same IRS facilities to the maximum extent possible.

C.16.3 The IRS will send the background investigation checks through the IRS National Background Investigations Center (NBIC) for all contractor personnel requiring entry to IRS buildings. Contractor personnel will not be allowed unescorted access to IRS sites until cleared by NBIC. Contractor personnel will be provided escort access during the time required to process and obtain interim or final-staff like access approvals. Interim access approvals generally take 5-7 days from NBIC receipt of acceptable investigation paperwork.

C.16.4 In order to obtain required background investigations, the contractor Shall require its service personnel or other delivery personnel, if any, to complete and submit the following documents to the IRS Sub-COTRs for processing through the COTR to NBIC.

A completed SF-85P, Questionnaire for Public Trust Positions (Rev. 9/95) (note: form is automated and employees are required to complete an electronic version of the form). This form may be acquired from <http://www.opm.forms.gov/forms>. Click the link for "Standard Forms", and scroll to SF 85-P. You will also need the continuation sheets, SF 86-A, which are a few forms further down the list.

Form 13340, Fair Credit Reporting Act (FCRA) Credit Release, Disclosure & Authorization Form. The form is available at the following Web site:

<http://publish.no.irs.gov/cat12.cgi?request=CAT18&catnum=35089B>.

This listing is upper and lower case sensitive.

Form FD-258, Applicant Fingerprint Card (available at law enforcement offices which do fingerprinting).

Form 1-9, Employment Eligibility Verification (A copy of the

form already maintained on file by the employer on employees is acceptable) The Web address is <http://uscis.gov/graphics/formsfee/index.htm>. Click the link to Immigration and Naturalization Forms on the right side of the page, then scroll down to I-9. You will need Acrobat Reader to view the form, but you can complete the form on line and print it when you are finished.

Contractor employees will be required to be fingerprinted. Arrangements for fingerprinting should be coordinated with the COTR, as access to a local IRS office with this capability may exist. When such capability is not available, employees may need to go to a local law enforcement agency for fingerprinting. Fingerprinting must be completed on the form FD-258. Any cost for fingerprinting outside of IRS will be borne by the contractor.

If the COTR receives a denial of access from NBIC after processing of these forms, or if the COTR finds a prospective employee to be unsuitable or unfit for his/her assigned duties, the contractor shall be advised immediately in writing that such employee cannot continue to work or be assigned to work under the contract and said employee will be removed from the facility.

The IRS shall have and exercise full and complete control over granting, denying, withholding, or terminating access for contractor employees. The IRS may, as it deems appropriate, authorize and grant interim staff-like access to employees of the Contractor. However, the granting of an interim staff-like access to any such employee shall not be considered as assurance of final staff-like access that shall follow as a result or condition thereof. The granting of either interim or final staff-like access shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by the Government.

- C.16.5** The contractor shall provide funds to the IRS for background investigations by payment to the IRS Finance Center in Beckley, WV (see contract face page for complete address). The cost of investigations ranges from \$125.00 to \$3,150.00, depending upon level and complexity, with \$275.00 being the mean individual clearance cost. Upon initial award of a contract, the contractor shall submit the full amount of funds to cover the cost of the investigations for the entire number of contractor service and delivery personnel required to service IRS equipment. Funds for the investigations of additional or replacement personnel shall be submitted as the need arises. However, the contractor should attempt to consolidate funds into a single amount as often as possible.
- C.16.6** Contractor personnel performing copier maintenance or removal shall complete and submit to the Sub-COTR the non-disclosure

form shown in Attachment 3.

C.17 COPIER PHASE-OUT

If an incumbent IRS contractor receives award of a contract under this solicitation, the contractor must be able to accommodate the copier phase out under its own predecessor contracts. The copier phase out is tentatively scheduled to begin on September 30, 2009, and extend through September 30, 2013, as existing copier contracts expire or are terminated. The COTR and Sub-COTR's will coordinate final schedules with contractor after award.

ATTACHMENT B

Digital Matrix for SOW

	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8
Minimum Speed	20 ppm zero-	30ppm 10,001-	40ppm 25,001-	50ppm 40,001-	60 PPM 55,001-75,000	70 PPM 75,001,-90,000	90 PPM 90,001-	100 PPM 105,001-

Feature	10,000 monthly volume	25,000 monthly volume	40,000 monthly volume	55,000 monthly volume	monthly volume	monthly volume	105,000 monthly volume	120,000 monthly volume
Estimated qty, Base year	474	303	143	44	44	14	0	0
Estimated qty, Option year 1	989	684	281	188	47	12	6	6
Estimated qty, Option Year 2	135	79	149	28	7	0	0	0
Estimated qty, Option year 3	269	340	95	182	63	38	6	0
Estimated qty, Option year 4	135	79	149	28	7	0	0	0
Minimum Paper Capacity	1000 sheets	1000 sheets	1000 sheets	1200 sheets	2,050 sheets	5,150 sheets	7,150 sheets	7,150 sheets
Duplex Document Handler Minimum Capacity	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets
Minimum 2 user adjustable paper sources from 8.5" x 11" to 11" x 17"	Required	Required	Required	Required	Required - minimum of 4 user adjustable trays	Required - minimum of 4 user adjustable trays	Required - minimum of 4 user adjustable trays	Required - minimum of 4 user adjustable trays

	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8
Minimum Finishing Capacity	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets	50 sheets
Minimum 300 MHz processor	Desired	Desired	Desired	Desired	Desired	Desired	Desired	Desired
Minimum Internal RAM	64 MB	128 MB	128 MB	128 MB	192 MB	192 MB	192 MB	192 MB
3-hole punch capability	No	Optional	Optional	Optional	Optional	Optional	Optional	Optional
Booklet Maker	No – should be done in production environment	No – should be done in production environment	No – should be done in production environment	No – should be done in production environment	Optional	Optional	Optional	Optional
Job queue visible at the panel that shows all jobs – copy, print, scan	Required	Required	Required	Required	Required	Required	Required	Required
Function independence – if one component breaks, the remaining functions still operate	Required	Required	Required	Required	Required	Required	Required	Required
Embedded web server to take meter reads electronically and view job queue from desktop	Required	Required	Required	Required	Required	Required	Required	Required
Copy Specifications								
Scan Ahead	Not Required	5 jobs minimum	5 jobs minimum	5 jobs minimum	5 jobs minimum	5 jobs minimum	5 jobs minimum	5 jobs minimum
3 R/E presets with zoom from 25-400%	Required	Required	Required	Required	Required	Required	Required	Required
Copy while printing or scanning	Not Required	Required	Required	Required	Required	Required	Required	Required

	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8
Build job capability	Required	Required	Required	Required	Required	Required	Required	Required
Envelope Tray option	Required	Required	Required	Required	Not required	Not required	Not required	Not required
Feed Transparencies from trays	Required	Required	Required	Required	Required	Required	Required	Required
Printer Specifications								
Network Printing PCL and Postscript	Required	Required	Required	Required	Required	Required	Required	Required
Print drivers authorized by Microsoft for all Windows environments	Desired	Desired	Desired	Desired	Desired	Desired	Desired	Desired
Print while copying or scanning	Optional	Required	Required	Required	Required	Required	Required	Required
Queue-based or direct IP printing	Required	Required	Required	Required	Required	Required	Required	Required
Scanning Specifications								
Scan to e-mail	Required	Required	Required	Required	Required	Required	Required	Required
Scan to network	Required	Required	Required	Required	Required	Required	Required	Required
Scan to desktop	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional
User Authentication using IRS authentication svcs (username/pass word) to prevent unauthorized sending of e-mails and network scans	Required	Required	Required	Required	Required	Required	Required	Required

	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6	Band 7	Band 8
LDAP capability (ability to use the public mail address book in the IRS) when sending scan to e-mail	Required	Required	Required	Required	Required	Required	Required	Required
Scan while copying or printing	Not Required	Required	Required	Required	Required	Required	Required	Required
Ability to split large scan into multiple smaller e-mail messages	Optional	Optional	Optional	Optional	Optional	Optional	Optional	Optional

ATTACHMENT C

Instructions: Please complete the following template, where highlighted in yellow, separately for **each** model being proposed. Each template must be completed with all questions answered to the satisfaction of the IRS or else risk being deemed non-responsive. A no answer will not necessarily exclude a vendor from this competition. The IRS will determine upon it's analysis whether a no answer poses a security risk and provide a subsequent evaluation.

Date:			
Manufacturer:			
Model:			
Area	Functionality	Functionality Support (Yes or No)	Mitigation (if feature is not supported, what steps are taken to mitigate it)
Auditing	Ability to modify audit storage capacity to hold data for at least 3 months. What is the audit storage capacity?		
Auditing	Is the device able to audit the following events: 1. Logon 2. Logoff 3. Change of Password 4. System Administrator actions 5. Clearing of audit log file 6. System startup and shutdown		
Auditing	Audit information shall contain: 1. Time stamp (date and time of event) 2. ID of the user initiating the event 3. Type of event 4. Action taken 5. Success or failure of event		
Auditing	Capability of capturing and extracting audit logs for report generation.		
Auditing	Capability of system to alert appropriate employees when audit log is near or at its storage capacity. How are alerts generated?		
Auditing	Capability of systemically synchronize MFD's internal clock. Does it support NTP?		
Configuration Management	Capability of systemically deploy patches/fixes to the whole printer fleet. If no systemic way to deploy firmware/software updates, explain the steps required to manually update the firmware/software.		
Configuration Management	Does the device allows disabling features like scanning, faxing (incoming or outgoing), wireless communication by a Printer Administrator until the functionality is needed?		
Configuration Management	Prevent job control override by unauthorized users locally or remotely.		

Configuration Management	Can a Printer Administrator Enable/Disable the print from memory feature (re-print)? Can this be done remotely or does it has to be configured at the device?		
Configuration Management	Ability to enable/disable protocols and ports as needed.		
Configuration Management	What controls could be implemented to prevent unauthorized users to reset the device to the default manufacturer settings?		
Configuration Management	What specific steps must be taken to prevent unauthorized users from altering the global configuration of the device.		
Configuration Management	Is there a hidden menu or combination key pads to get into either service mode or admin mode before the booting process?		
Configuration Management	Does this model supports SNMP version 3?		
Configuration Management	What are the plans for supporting Security Content Automation Protocol (SCAP)?		
Identification & Authentication	For individual printer management, does the device support HTTPS? Can the device support the use of customer supplied digital certificates?		
Identification & Authentication	What steps are needed to ensure default password or accounts are removed, renamed or disabled? Is this done locally at the device or can it be done remotely?		
Identification & Authentication	Can the device be configured for different types of users (Printer Administrator, Power User, Print User)? Define each type of user and their rights.		
Identification & Authentication	Can the built-in administrator account password or PIN be set to expire after a configurable amount of time? Is the device capable of notifying the administrator when the password or PIN is about to expire?		
Identification & Authentication	Capability of the system to lock an administrator account for a set duration after 3 invalid access attempts. Can the printer administrator modify the lockout duration?		
Identification & Authentication	Do you offer a password management or password synchronization tool?		
Identification & Authentication	How does the device enforces password strength for the built-in administrator?		
Identification & Authentication	Does the device support Secure Print and how?		
Media Protection	If the device includes an internal hard disk, is the system capable of sanitizing hard drives according to DoD standards?		
Media Protection	If the device includes an internal hard disk, does it support encryption?		
Media Protection	What controls can be implemented to prevent unauthorized users access to areas of a disk used by a printing, copying, scanning or faxing job after completion?		

System and Information Integrity	What controls are available to protect jobs pending on memory or hard disk?		
System and Information Integrity	Do you supply your own fleet management software or do you integrate with Tivoli or Open View or any other enterprise solution?		
System and Information Integrity	Explain how the MFD's Operating System can mitigate the potential of virus attacks and what steps or settings are required on their systems to allow for anti-virus protection. Do you offer an Anti-Virus solution for this device?		
System and Information Integrity	If device uses a hard drive, what controls are in place to physically protect the hard drive?		
System and Services Acquisition	Can you provide a troubleshooting guide for support personnel's use?		

ATTACHMENT D

Section 508 Evaluation Worksheet

Vendor:

Product:

This Worksheet should be completed for every model offered. Ratings should be done in accordance with the table cited below.

Supports	Product fully meets the letter and intent of the Criteria
Supports with Exceptions	Product does not entirely meets the letter and intent of the Criteria, but does provide some level of access
Supports through Equivalent Facilitation	Product provides alternative methods to meet the intent of the Criteria.
Does not Support	Product does not meet the letter and intent of the Criteria.
Not Applicable N/A	The Criteria does not apply to the product.

1194.21 Software Applications and Operating Systems

	Provision Text	SUPPORTS	SUPPORTS WITH EXCEPTIONS	SUPPORTS THROUGH EQUIVALENT FACILITATION	DOES NOT SUPPORT	N/A
a	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.					
b	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.					
c	A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes..					
d	Sufficient information about a user interface element including the identity operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text..					
e	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.					
f	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.					

g	Applications shall not override user selected contract and color selections and other individual display attributes.					
h	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.					
i	Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.					
j	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contract levels shall be provided.					
k	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz..					
l	When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completed and submission of the form, including all directions and cues.					
	REMARKS:					

1194.25 Self-Contained, Closed Products

	Provision Text	SUPPORTS	SUPPORTS WITH EXCEPTIONS	SUPPORTS THROUGH EQUIVALENT FACILITATION	DOES NOT SUPPORT	N/A
a	Self-contained products shall be usable by people with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.					
b	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.					
c	When a product utilizes touch screens or contract-sensitive controls, an input method shall be provided that complies with Sections 1194.23 (d)(1) through (4).					
(k)(1)	Products which have mechanically operated controls or keys shall comply with following: Controls and Keys shall be tactilely discernible without activating the controls or keys.					
(k)(2)	Products which have mechanically operated controls or keys comply with following: Controls and Keys shall be operable with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.					
(k)(3)	Products which have mechanically operated controls or keys comply with following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.					
(k)(4)	Products which have mechanically operated controls or keys comply with following: The status of all locking or toggle controls or keys shall be visually discernible, and					

	discernible either through touch or sound.					
d	When biometric forms or user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.					
e	When products provide auditory output, the audio signal shall be provided as a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and restart the audio at anytime.					
f	When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level or at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.					
g	Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.					
h	When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.					
i	Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2Hz and lower than 55 Hz.					
(j)(1)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: the position of any operable control shall be determined with respect to a vertical plan, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inches length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.					
(j)(2)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor..					
(j)(3)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be 46 inches maximum and 15 inches minimum above the floor..					
(j)(4)	Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.					
	REMARKS:					

--	--	--	--	--	--	--

1194.31 Functional Performance Criteria

	Provision Text	SUPPORTS	SUPPORTS WITH EXCEPTIONS	SUPPORTS THROUGH EQUIVALENT FACILITATION	DOES NOT SUPPORT	N/A
a	At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.					
b	At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.					
c	At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided.					
d	Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.					
e	At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.					
f	At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.					
	REMARKS:					

1194.41 Information, Documentation, and Support

	Provision Text	SUPPORTS	SUPPORTS WITH EXCEPTIONS	SUPPORTS THROUGH EQUIVALENT FACILITATION	DOES NOT SUPPORT	N/A
a	Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charges.					
b	End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats, or alternate methods upon request, at no additional charge.					
c	Support services for products shall accommodate the communication needs of end-users with disabilities.					

	REMARKS:					
--	----------	--	--	--	--	--

ATTACHMENT E

PERFORMANCE REQUIREMENT SUMMARY

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Task	Ref.	Standard	AQL	Surveillance Methods/Measures	Performance Results
Delivery (See C. 6)	C.6	Delivery shall occur within 40 days or less after receipt of Delivery Order	90%	Verification by Sub-COTR, Key Operator and/or customer complaint	20% withholding for each calendar day of delay, of anticipated monthly least price for each copier
Training (See C.9)	C.9	Training shall occur within three (3) business days following initial installation of copiers to each office receiving a copier.	+/- 2 days	Verification by Sub-COTR, Key Operator and/or customer complaints	If not met, a negative performance assessment
Service Desk (See C.8.2)	C.3.2	The Contractor Shall Provide Refresher training within 3 work days upon request Vendor Shall Provide an individual Toll-Free help desk number for each Territory.	+/- 2 days	Verification by Sub-COTR, Key Operator and/or customer complaints	If not met, a negative performance assessment
		All Contractor Personnel must Speak and Understand English and Be Easily Understood.	99.9%	Customer Complaints	If not met, a negative performance assessment
Establish and Maintain "800" Help Desk (See C.3.3)	C.3.3	24/7 Accessibility	95%	Customer Complaints	If not met, a negative performance assessment
Repair Maintenance (See C.3.6)		Response Time: <= 20 Miles (Metro Area) = 2 Clock Hours	90%	Customer Complaints and OLS	If not met, a negative performance

Copier Availability (See C.8.3) On-Line Ordering System (e-Catalog) Submit Report (See C.14.1.2) Submit Report (See C.14.1.1)	C.3.6	>= 20+ Miles (Outside Metro Area) = 4 Clock Hours Equipment Repaired: All equipment will be repaired within 24 Clock Hours	90%	Customer Complaints and OLS	assessment 20% withholding for each calendar day of delay, of anticipated monthly least price for each copier 20% withholding for each calendar day of delay, of anticipated monthly least price for each copier
		Replacement of equipment If equipment cannot be repaired within 24 Clock Hours within 1 day after IRS request.			
		<= 20 Miles Replace Within 48 Clock Hours	99%	Customer Complaints and OLS	If not met, a negative performance assessment
		>= 20+ Miles Replace Within 72 Clock Hours			
	C.3.6.1	Each Copier Shall Be Available And Fully Functional At Least 95% Of The Time	None	Reports	If not met, a negative performance assessment
		Vendors Shall Make Available 24/7 Access To e-Catalog For Procuring Products.	98%	Customer Complaints and periodic inspections	If not met, a negative performance assessment
	C.3.2	Monthly – 5 th day of each month	+/- 2 days	100% Verification by COTR via Vendor On Line System (OLS)	If not met, a negative performance assessment
	C.14.12	Installation Report due <u>quarterly</u> starting in fiscal year of October, submitted on the end of the quarterly month.	+/- 2 days	100% Verification by COTR via Vendor On Line System (OLS)	If not met, a negative performance assessment
	C.14.1.1				

ATTACHMENT F

QUALITY ASSURANCE PLAN

1.0 ORGANIZATION DEVELOPMENT QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1.1. Introduction. The purpose of this plan is to outline how the Government will perform surveillance on the service provided as it compares against the requirements of the contract and conformity with the performance standards of the Performance Work Statement (PWS). This plan will focus on the level of performance required by the SOW; not the methodology or processes employed by the service provider.

1.2. Purpose. This Quality Assurance Surveillance Plan (QASP) is made part of the solicitation but will not be part of any resultant contract. It is provided as an informational insight on the requirements, expectations of performance, and how the Government will confirm that the services are provided. The Government's surveillance of Service Provider (SP) performance may include a range of different methods or procedures and may change during the course of the contract. Government contract quality assurance will be performed at such times and/or places as necessary to determine the services conform to contract requirements.

1.3 Intent. The intent of this plan is to rely on the service provider's internal quality control measures, problem resolution system and reporting requirements to form a role of "oversight" by the government. The contractor shall establish a quality system to meet the minimum requirements of FAR Clause 52.212-4 Contract Terms and Conditions-Commercial Items.

1.4 Living Document. The QASP is a "living document" and, as such, may be modified at any time to reflect changes to quality assurance surveillance and PWS requirements.

2.0 QUALITY ASSURANCE METHODOLOGY

2.1 Quality Control. The SP is the owner of the quality control process and shall institute and follow procedures that produce the specified outcomes. The SP shall develop, implement, and modify the quality control process to ensure that performance standards are met. The Government may review the SP's quality control process prior to contract service delivery and conduct regular reviews if the SP's performance falls below acceptable performance standards.

2.2 Inspection. The Government will reserve the right under the Inspection of Services Clause Federal Acquisition Regulation (FAR 52.246-4) to inspect and test the services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government may vary the levels of this surveillance depending on the SP's conformance to the performance standards. This may include, but is not limited to, assessment of the SP's performance based on customer satisfaction, statistically valid sampling, or methods prescribed in the Performance Standards.

2.3 Surveillance. The Government's intent is to minimize the level of Government involvement and allow the SP to perform at or above the contract standards. If the SP's performance is unacceptable, and it appears that the SP's quality control process has not produced the desired result(s), the Government has the option to increase quality assurance surveillance to protect the Government's

rights. There are also those areas where an increased emphasis will be placed because of safety or security and may require higher degrees of surveillance.

3. PERFORMANCE MANAGEMENT

3.1 Expected Outcomes. The Government will monitor, evaluate, and respond to SP performance based on expected outcomes communicated in the PWS. The Government will review and analyze SP-generated data, perform assessments through observation and customer feedback, and continuously communicate findings and/or required changes.

3.2 Correcting Deficiencies. Through performance management the Government will ensure that the SP is following the quality control process described in the SP's proposal. If the Government determines that recurring problems are indicative of systemic weaknesses in the SP's quality control process, the Government will direct the SP to correct the deficiencies in the quality control process. And in cases of nonconforming service, the SP shall correct, replace, or re-perform the service and/or products without additional cost to the Government.

3.3 Continuous Communication. The performance management process depends on free and open communications between the Government and the SP. The Government has identified its expected outcomes in the performance standards of the PWS. Continuous communication will be required as performance is tracked to determine whether outcomes are being achieved at appropriate levels.

4. SURVEILLANCE APPROACH

4.0. Purpose. This section details the method to be used in verifying contractor compliance with the contract requirements and more specifically, with the Performance Requirements Summary (PRS) located in Attachment E of the RFP. The Contracting Officer Technical Representative (COTR) will use the following definitions of methods of surveillance throughout the life of this contract. The government will provide preferences for methods to survey the contractor in this section; however, reserves the right to inspect and report on all deliverables and tasks contained in this contract. There are some key factors in determining the appropriate method of surveillance. Depending upon the consideration of each task to be reported on, the appropriate method of surveillance is chosen.

4.0.1 Service Provider Records--The Government's quality assurance personnel (QAP) will review the SP's records to ensure the PWS requirements are being met. These records may be in the form of reports that track metrics and/or adherence to the performance standards.

4.0.2 Conflict Indicators--At times, performance metrics might indicate that a service meets or exceeds contract performance standards while another area is overlooked. For example, QAP will periodically review documentation of maintenance records to ensure that in an attempt to meet strict performance times, preventive maintenance responsibilities are not being sacrificed.

4.1. Surveillance Definitions:

Customer Satisfaction is one of the most important measures that the SP is expected to track over time. Customer satisfaction is the measurement that will be common to all the services under contract. The SP shall have a customer satisfaction methodology and measurement process that accurately reflects the approval level of the customer. The Government may, at its discretion, perform selective interviews with the base customer populace to gauge overall customer satisfaction. Furthermore, QAP may conduct spot check reviews of customer complaints and review the SP's resolution of those complaints. This may include individual interviews with customers to determine if the SP satisfactorily reconciled their complaints. The SP shall record and track customer complaints and their resolution, and include this as part of reporting customer satisfaction. The SP shall report significant customer satisfaction issues and resolutions to the QAE immediately. The SP shall also ensure that the customer complaint process is advertised for all to use.

Random sampling is the most appropriate method for frequently recurring tasks. It is done to determine whether or not to accept the contractor's performance of a total lot of a particular task for a given period of time. Random sampling involves selection of the sample size for a specified performance criteria based upon the size of the lot to be sampled.

Periodic surveillance consists of the evaluation of samples selected on other than a 100% or statistically random basis. An example of this would be weekly inspections at a specified and predictable time.

4.1.1. Other Methods of Surveillance:

There are three primary ways in which information can be acquired for contract surveillance.

1. Management Information Systems. In many cases, there may be information database and database reports, either the government's or the contractor's, which will provide the information required to determine the quality of service.

2. Observation of Task Attributes. In other cases, it will be necessary to have physical observation of the task attributes to determine the quality of service being performed. In other words, it may be necessary to actually observe the task outcome or finished output, such as in the case of a customer service being provided.

3. Observation of Performance. In some cases it will be necessary to actually observe the procedures being conducted to determine the quality of service. This source of information is distinguished from observation of the task attributes in that the service process is observed and not just the service outcome or output.

4.1.2. Standards and Surveillance Methodology Table:

Performance Objectives	PWS Ref.	Performance Threshold	Surveillance Methodology
Initial Training	Section C.9 of PWS	Training shall occur within three (3) business days following initial installation of copiers to each office receiving a copier. Minimum Standard Performance: NLT 5 business days	Verification by Sub-COTR, Key Operator and/or customer complaints.
Refresher Training	Section C.9 of PWS	Training shall occur within three (3) business days upon request. Minimum Standard Performance: NLT 5 business days	Verification by Sub-COTR, Key Operator and/or customer complaints.
Establish and Maintain "800" Help Desk	Section C.8.3 of PWS	24/7 Accessibility Minimum Standard Performance: Accessible 99.9% of the time.	Customer complaints
Repair/Response Time	Section C.8.5 of PWS	Response Time: <= 20 Miles (Metro Area) = 2 Clock Hours >= 20+ Miles (Outside Metro Area) = 4 Clock Hours Minimum Standard Performance: 90%	Customer complaints and OLS
Equipment Repair	Section C.8.5 of PWS	All equipment will be repaired within 24 Clock Hours Minimum Standard Performance: 90%	Customer complaints and OLS
Equipment Part Replacement	Section C.8.5 of PWS	If parts are required: <= 20 Miles Replace within 48 Clock Hours >= 20+ Miles Replace within 72 Clock Hours Minimum Standard Performance: 99%	Customer complaints and OLS
Copier Availability	Section C.8.6 of PWS	Each copier shall be available and fully functional at least 95% of the time	Sub-COTRS will access on the 5 th of each month to verify up time
On-Line Ordering System (eCatalog)	Section C.8.1 of PWS	Vendors shall make available 24/7 access to eCatalog for procuring products	Customer complaints and periodic inspections
Submit Reports (meter reads, repair etc)	Section C.14 of PWS	Monthly – 5 th day of each month Minimum Standard Performance: +/- 2 days	100% Verification by COTR via Vendor On Line System (OLS).
Submit Reports (installation reports)	Section C.14 of PWS	Quarterly – 30 th or 31st day the month Minimum Standard Performance: +/- 2 days	100% Verification by COTR via Vendor On Line System (OLS).

5. DOCUMENTATION AND REPORTS

5.1 Documentation. Documentation is required to record and report SP performance. The Government will maintain accurate records of the SP's performance. This documentation will support the QASP evaluation of the SP's performance.

5.2 Reports. As services are provided, the SP shall ensure that a system is in place to capture workload and metric values. Using this data, the SP shall be able to compile a performance report(s) for each task order performed under this contract. The government will determine the frequency of the reports based on the nature of each task order. This report, which shall be provided to the CO, shall at minimum address the following:

- b) Performance metrics
- c) Customer satisfaction
- d) Performance trends
- e) Variance between the reported measures and actual performance standards
- f) During transition the report shall at a minimum include:
 - 1. Percent of transition complete
 - 2. Areas of transition complete
 - 3. Projected timelines
 - 4. Comparison of proposed to actual transition

5.3 Copy of Documentation. The Government will provide a copy of any documentation reporting a deficiency to the SP's quality representative and will allow the SP to show whether or not the problem is already being worked. QAP will evaluate the SP's effective and timely actions to correct the cited deficiency. The Government will identify all defects associated with high risk and critical operational requirements in the QAP monthly report.

5.4 Deficiencies. Although real-time monitoring should capture issues before they become problems, the SP shall record deficiencies to include the nature of the problem, and describe the corrective action taken.

ATTACHMENT G**PAST PERFORMANCE QUESTIONNAIRE****RELEVANT EXPERIENCE AND PAST PERFORMANCE (REPP)****QUESTIONNAIRE INSTRUCTIONS**

Please provide your assessment of the extent of relevant experience and past performance as requested by the enclosed questionnaire.

Space is provided for comments (additional pages may be used if desired); comments would be particularly appreciated when applicable. A Rating Guideline (page 6) is offered for your use in assigning a performance level rating for each of the factors in Section V.

This form contains Source Selection Information when completed. See FAR 3.104.

I. Contract Information

- A. Name of Company Being Evaluated _____
- B. Address _____
- C. Contract Number _____
- D. Contract Type _____
- Period of Performance From: _____ To: _____
- Total Contract Value _____
- Work Years of Effort _____
- (Current)

II. Description of Contract

Briefly describe the services provided under this contract.

During the contract performance being evaluated, this firm was the:

☐ Prime Contractor; ☐ Significant Subcontractor; ☐ Team Member; ☐ Other (Describe)

Does a corporate or business relationship exist between the firm being evaluated and your organization? ☐ Yes ☐ No If so, please describe: _____

III. Evaluator Information

Name _____

Title _____
 Agency/Company _____

Address _____

Phone _____ Fax: _____

IV. **Relevant Experience**

1. Discuss the contractor's strengths or weaknesses with organization development services.

2. How well did they resolve any problems that arose?

3. If prime contractor, describe how well the contractor managed subcontractors.

V. **Past Performance History**

Please rate Contractor performance in each of the four categories. Circle the number, which corresponds, to the performance rating for each category. See the attached page for explanation of the rating scale. In addition, comments will be beneficial so please comment when appropriate.

1.	<u>Quality of Services</u>	<u>Rating</u>				
	-Compliance with contract requirements	1	2	3	4	5 N/A
	-Accuracy of reports	1	2	3	4	5 N/A
	-Appropriateness of personnel	1	2	3	4	5 N/A
	-Technical excellence	1	2	3	4	5 N/A

Comments:

2. **Cost/Price Control****Rating**

- Current, accurate, and complete billings
- Completed delivery on time

1 2 3 4 5 N/A
1 2 3 4 5 N/A

Comments:

3. **Business Relations****Rating**

- Effective management
- Cooperative, business-like correspondence
- Responsive to contract requirements (technical and administrative)
- Responsive to emergency service requirements
- Pro-active

1 2 3 4 5 N/A
1 2 3 4 5 N/A
1 2 3 4 5 N/A
1 2 3 4 5 N/A
1 2 3 4 5 N/A

Comments:

RATING GUIDELINES

Rating	Quality of Services	Cost/Price Control	Business Practices
5= Excellent	Demonstrates exceptional performance by enhancing/exceeding contractual requirements.	Demonstrates exceptional ability to manage cost/price issues.	Always works effectively and responsively with contracting and technical personnel on administrative and technical issues.
4= Very Good	Complies with contractual requirements and/or non-conformances do not impact achievement of contract requirements.	No cost/price issues and/or cost/price issues do not impact achievement of contract requirements.	Usually works effectively and responsively with contracting and technical personnel on administrative and technical issues.
3= Good	Non-conformances require minor customer assistance to ensure achievement of contract requirements.	Cost/price issues require minor customer assistance to ensure achievement of contract requirements.	Somewhat works effectively and responsively with contracting and technical personnel on administrative and technical issues.
2= Fair	Non-conformances require major customer assistance to ensure achievement of contract requirements.	Cost/price issues require major customer assistance to ensure achievement of	Marginally works effectively and responsively with contracting and technical personnel on

		contract requirements.	administrative and technical issues.
1= Poor	Non-conformances are compromising the achievement of contract requirements despite use of customer assistance.	Cost/price issues are compromising performance of contract requirements.	Does not work effectively and responsively with contracting and technical personnel on administrative and technical issues.

N/A=Not Applicable

ATTACHMENT H

E-Catalog Technical Requirements

IRS has determined that it will utilize electronic catalogs from suppliers that provide the appropriate government contract prices and items. IRS has identified the following technical requirements for suppliers.

1. SAP Open Catalog Interface (OCI) Specifications for Shopping Cart Ordering

The IRS requires that suppliers comply with SAP's OCI version 4.0 standard. OCI provides the standards to allow IRS end users to "punch out" to supplier ordering websites, build a shopping cart, and then transmit the shopping cart data back to IRS's SAP EBP application. The IRS SAP EBP application then produces a purchase order to be sent to the supplier. The document below provides information on SAP's Open Catalog Interface version 4.0 from SAP.



Open Catalog
Interface version 4.0

2. Additionally, IRS requires non-standard OCI data elements listed in the IRS eCat OCI Punch-out Specs-v10 file and specific Unit of Measures to be passed back to the IRS. Suppliers must be able to comply with all specifications.



IRS eCatalog Units
of Measurement



IRS Cat OCI
Punch-out Specifications

eCatalog Specific Business Requirements

1. All offeror(s) awarded a contract in response to this solicitation shall host and maintain an electronic catalog website that interfaces with IRS' SAP OCI (Open Catalog Interface) eCatalog product. The vendor's electronic catalog website will reflect current IRS contract line items and pricing. All items and pricing must be updated in real-time to reflect current pricing.
2. The vendors' catalog website will contain an IRS specific cover designed to be visually distinct from the contractor's commercial or open market catalog, to include IRS name and contract number. The contractor shall clearly identify JWOD (NIB/NISH) and UNICOR (Federal Prison Industries) items with the catalog.
3. The contractor shall also provide a contingency plan by which ordering personnel can place orders in lieu of eCatalog and/or supplier's website downtime or malfunctions.

4. SUPPLIER will review IRS eCatalog orders to ensure prices reflect volume discounts and other applicable price discounts are applied to individual orders. IRS expects these reviews will be conducted by SUPPLIER without explicit requests from IRS shoppers. IRS will periodically review orders placed against the preferred vendor catalog.
5. Suppliers will be required to register with the RUP (Register User Portal), an IRS website where the orders will be posted securely to be retrieved by the Supplier. The RUP currently requires individual user registration and personal tax information. The IRS is working towards developing a means for company registration in lieu of an individual registration.
6. An email notification will be sent to a designated e-mail box provided by the supplier. The supplier will sign onto the RUP to retrieve the orders. **Purchase orders will be in following formatted attachments: 1) Text file containing XML language 2) a Form 347 in Adobe PDF file format and 3) an RTF file containing contract clause information.**
7. SUPPLIER will send IRS shoppers an email confirmation within 24 hours of receiving the purchase order.
8. IRS will include the shoppers email address on purchase orders sent to SUPPLIER. SUPPLIER will contact the shopper if there are questions about the order.
9. SUPPLIER will contact the IRS shopper in the event of any price discrepancies - whether lower or higher:
 - If the current price is lower than the purchase order price, SUPPLIER will inform the IRS shopper of the lower price through the email confirmation process described above and submit the invoice at the lower price.
 - If the current price is higher than the purchase order price, SUPPLIER will contact the IRS Shopper to explain the reason for the higher price and request that the IRS shopper cancel the purchase order and submit a new purchase order using the appropriate price. IRS expects SUPPLIER to honor prices appearing in its electronic catalog. If an invoice is submitted to IRS with a higher price than the purchase order price, the invoice will not be paid.
10. SUPPLIER shall provide the IRS with an online system to track delivery of orders with a minimum 128 bit encryption. SUPPLIER shall provide guest log in and user guide for evaluation purposes.

IRS eCatalog OCI Specification for:
Punch-out Catalog –
Vendor Data Field Requirements

The following table lists the fields IRS requests from vendors for its electronic catalog system.

Notes:

- The following special characters should be removed from all of the attribute fields &,<,>,”,’, --

Attribute	Required / Optional	File Sequence	Description	Type Length	Notes	Example Source	Example Result
Contract No NEW_ITEM- ZZCONTRACT	Required	2	The IRS contract number of the agreement under which the item is sold to IRS	<ul style="list-style-type: none"> Data Type: String (VarChar2) Field length: 20 characters 	Do not use dashes (-)	TIRNO02Z00009	TIRNO02Z00009
CLIN NEW_ITEM- ZZCLIN)	Required	4	The CLIN (contract line item number) of the agreement under which the item is sold to IRS	<ul style="list-style-type: none"> Data type: String (VarChar2) Field length: 700 characters 		0001	0001

Attribute	Required / Optional	File Sequence	Description	Type Length	Notes	Example Source	Example Result
Description NEW_ITEM- DESCRIPTION	Required	5	Product name or a short description of the product. A short, meaningful description of the product, including brand or product name, and a noun identifying the product. This description is used primarily for text searches. Abbreviations should be omitted.	<ul style="list-style-type: none"> • Data Type: International string (VarChar2) • Field length maximum is 40 characters 	<ul style="list-style-type: none"> • Use a comma followed by a space as a separator when merging lines of data that do not form a sentence • Use title case (except to words such as and, with, for) • Capture exactly as it appears in source data • Replace HTML code • Be sure to remove all special characters listed above. 	Pliers Long Needle-Nose BELL HANGER' DRILL High Grade Steel 25 mL Replace with 25µL	Pliers, Lng Needle-Nose Bell Hanger Drill
Mfg Name NEW_ITEM- MANUFACTCODE	Optional	6	(Manufacturer Name) The name of the company that manufactures or provides the item within a catalog.	<ul style="list-style-type: none"> • Data type: String (VarChar2) • Field length: 700 characters 	<ul style="list-style-type: none"> • Use title case • Consistent • No period at end 	J-M, Inc. Johns-Manville Johns-Manville, Inc.	Johns-Manville, Inc
Mfg Part No NEW_ITEM- MANUFACTMAT	Required	7	(Manufacturer Part Number) Part Number provided by the manufacturer of an item.	<ul style="list-style-type: none"> • Data type: String (VarChar2) • Field length: 700 characters 	<ul style="list-style-type: none"> • Capture as per source data 	MMM-7671D/4	MMM-7671D/4
Price NEW_ITEM- PRICE	Required	8	The net IRS contract Price for the saleable UOM.	<ul style="list-style-type: none"> • Data type: number Note: Do not include the \$ symbol.	<ul style="list-style-type: none"> • Capture values to a maximum of 4 decimals • Do not use text or non-numeric values • Capture the price of items that marked as "free" as 0.00 • Data type: number 	\$1475.67	1475.67

Attribute	Required / Optional	File Sequence	Description	Type Length	Notes	Example Source	Example Result
<i>UOM NEW_ITEM-PRICEUNIT</i>	Required	9	(Saleable UOMs) by which an item will be delivered when purchased. Supplier must comply with IRS SAP UOM standards. Values outside of IRS standards will not be accepted.	<ul style="list-style-type: none"> • Data type: International string (VarChar2) • Field length: 10 characters 	<ul style="list-style-type: none"> • Typically associated with a price • Use upper case • Capture only one value within this field 	Box Case Dozen	BX CS DZ
<i>Lead Time NEW_ITEM-LEADTIME</i>	Required	10	The number of days between the placing of an order for an item and the shipping of that item.	<ul style="list-style-type: none"> • Data Type: String (VarChar2) • Field length: 700 characters 	<ul style="list-style-type: none"> • Numeric value only. Note: Do not include any words in this field (i.e. Days). 	30	30
<i>UNSPSC NEW_ITEM-EXT_CATEGORY</i>	Required	12	The United Nations Standard Products and Services Code® (UNSPSC®) for the item. Please use Version 7.0401	<ul style="list-style-type: none"> • Data type: String (VarChar2) • Field length: 8 characters 	If Version 7 + is not available, contact the IRS eCatalog team for acceptable alternatives.	The UNSPSC for Personal organizers is 44111516	44111516
<i>FSC NEW_ITEM-ZZFSCCODE</i>	Required	13	Federal Supply Code	<ul style="list-style-type: none"> • Data type: String (VarChar2) • Field length: 4 characters 		7510	7510
<i>Sup Part No NEW_ITEM-VENDORMAT</i>	Required	14	(Supplier Part Number) Part Number provided by the supplier of the item. Part number used for ordering the item.	<ul style="list-style-type: none"> • Data type: String (VarChar2) • Field length: 700 characters 	May also be the SKU (Stock Keeping Unit) for an item	BIC30623	BIC30623

Attribute	Required / Optional	File Sequence	Description	Type Length	Notes	Example Source	Example Result
Long Description NEW_ITEM- LONGTEXT	Required	15	Captures detailed information about a product in a format as close to the original source data as possible. This field should be a any additional product information beyond the Description. <i>Note:</i> If a Long description is unavailable, copy the Description into the Long Description field.	<ul style="list-style-type: none"> • Data type: International string (VarChar2) • Field length: 240 characters 	<ul style="list-style-type: none"> • Capture as per source data • Be sure to remove all special characters listed above. • Long Description should be the Description Attribute data concatenated with additional Long Description information. • Field can be increased with permission from Supplier Enablement Lead. 	Wall files hold letter-sized documents and file folders Bin holds <ul style="list-style-type: none"> • writing instruments • envelopes • notepads • keys and more Mounting cap and hardware included.	Wall files hold letter-sized documents and file folders Bin holds (writing instruments , envelopes , notepads , • keys and more Mounting cap and hardware included.
Sup Name NEW_ITEM- VENDOR	Required	18	This is the Business Partner No assigned to each supplier. IRS will supply this data field for supplier to default.	<ul style="list-style-type: none"> • Data type: String (VarChar2) • Field length: 700 characters 	<ul style="list-style-type: none"> • Numeric Field 		
<i>Currency</i> NEW_ITEM- CURRENCY	Optional	19	Currency in which an item is sold. USD is the only valid entry for this field	<ul style="list-style-type: none"> • Data type: String (VarChar2) • Field length: 700 characters 	This field may be left blank or obtained from the IRS eCatalog team	USD	USD
<i>Mat Group</i> NEW_ITEM- MATGROUP	Required	20	IRS will supply this data field for the supplier to default.	<ul style="list-style-type: none"> • Data type: String (VarChar2) • Field length: 700 characters 	<ul style="list-style-type: none"> • Numeric Field 		
<i>Quantity</i> NEW_ITEM- QUANTITY	Required	21		<ul style="list-style-type: none"> • Data type: String (VarChar2) • Field length: 15 characters 	<ul style="list-style-type: none"> • Numeric Field 		

**Only use these unit of measurements with the
IRS eCatalog application**

Unit	Description
AS	Assortment
BD	Bundle
BK	Book
BT	Bottle
BX	Box
CA	Case
CC	Cubic Centimeter
CD	Card
CM	Centimeter
CN	Can
CR	Cubic Meter
CS	COURSE
CT	Carton
DA	Day
DH	Miles
DK	Kilometers
DL	Deal
DR	Drum
DS	Display
DZ	Dozen
EA	Each
FL	Filler
FT	Feet
GA	Gallon
GR	GRAM
GS	Gross
HR	Hour
HU	Hundred
IN	Inch
JB	Job
KA	Kiloampere
KG	Kilogram

KI	Crate
KJ	Kilojoule
KL	Kilotonne
KM	Kilometer
KT	Kit
LO	Lot
LT	LITER
LY	Layer
MI	Mile
MJ	Minute
ML	Milliliter
MM	Millimeter
MO	Months
MR	Meter
OZ	Ounce
PD	Pad
PG	Page
PH	Pack
PK	PACKAGE
PL	Pallet
PR	Pair
QR	QUARTER
RL	Roll
RM	Ream
SF	Square foot
SH	Sheet
SI	Square inch
SM	Square Meter
ST	Set
TB	Tube
TH	Thousands
TL	Truckload
WK	Weeks
YD	Yards
YR	Years